



**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 Underwater Inspection Wharf – Tête à la Baleine and Vieux Fort - Basse Côte Nord		Date April 25, 2022
Solicitation No. / N° de l'invitation 30001571A		
Client Reference No. / No. de référence du client(e) 30001571A		
Solicitation Closes / L'invitation prend fin At / à : 14:00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : May 10, 2022		
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 : Karine Plante, A. Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

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, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and 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 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 **two (2)** 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)

Section IV: Additional Information (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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 [A0222T](#) (2014-06-26), Evaluation of Price -Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0331T](#) (2014-06-26), Basis of Selection – Mandatory Technical Criteria

A financial assessment will be done for each location separately and up to 2 contracts may be awarded resulting from this bid solicitation. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The recommendation of contract award will be made based on the lowest price for each of the location(s).



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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.

5.2.2 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/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/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.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

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

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 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:

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

5.2.4 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.

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

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

Signature

Print Name of Signatory



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

Requirements

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

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

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

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 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** (2021-12-02) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of **2010B** (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:facturation.MPO@DFO-MPO.gc.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 (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- 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.

6.3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and forms part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 15, 2022.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Plante
Title: A. Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-377-9127
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

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 The Contractor will be paid for its cost reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (*insert the amount 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.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable,



unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

- 6.7.1.3** Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed 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@DFO-MPO.gc.ca
Cc AP Coder (to be insert 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) **4007** (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and forms part of the Contract;
- (c) **2010B** (2021-12-02), General Conditions - Professional Services (Medium Complexity)_apply to and forms part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Plans;
- (f) Annex C, Basis of Payment;
- (g) Annex D, Evaluation Criteria;
- (h) Annex E, Insurance Condition;
- (i) the Contractor's bid dated _____ *insert date of bid [If the bid was clarified or amended, insert at the time of contract award]*; “, as clarified on _____ .

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

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

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



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

6.13 Dispute Resolution

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

6.14 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

6.15 Dispute Resolution

- (e) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (f) 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.
- (g) 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.
- (h) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.16 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.



- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX "A" STATEMENT OF WORK

Site 1 – Tête à la Baleine



The Fisheries and Oceans wharf at Tête à la Baleine was built in 1992. It is a wooden cribwork with a 30m frontage and 8.1 m wide, which is set back from the Transport Canada wharf. It is used for mooring fishing boats and unloading catches. The wharf has not been inspected for several years and an update of its condition is required.

Site 2 Vieux Fort

The Vieux Fort wharf is also a wooden cribwork built in 1980. The wharf is 65m long and has 2 docking wharf faces. It is a construction with interrupted cribs and bridges (block and span). There are 3 such bridges at the beginning of the wharf, the first near the shore is open, i.e. the underside of the bridge is accessible from its sides. The other 2 walkways are covered with wooden fenders from the top of the quay down to zero. It will be necessary to access the back of the wooden fenders to inspect the bridges and the interior faces of the cribs.

2 - Purpose

Goal of this inspection is to determine the condition of the cribworks material and hardware. A detailed report is expected that will allow DFO to decide on the safety of the structure and determine its useful life.

This inspection requires experienced divers. Among other things, divers must have a good knowledge of wooden cribworks structures. Similarly, the team leader on the worksite must be familiar with the structures in place so the continuous presence of the Departmental Representative is not required during this inspection.



3 – Scope of works

3.1 Preparatory work before mobilization to the site

Familiarize with plans and terms of reference.

Preparation and transmission of the work schedule to the Departmental Representative.

Transmission of the required documents related to health / safety.

Kick-off meeting

Coordinate access with Departmental Representative.

3.2 Works onsite

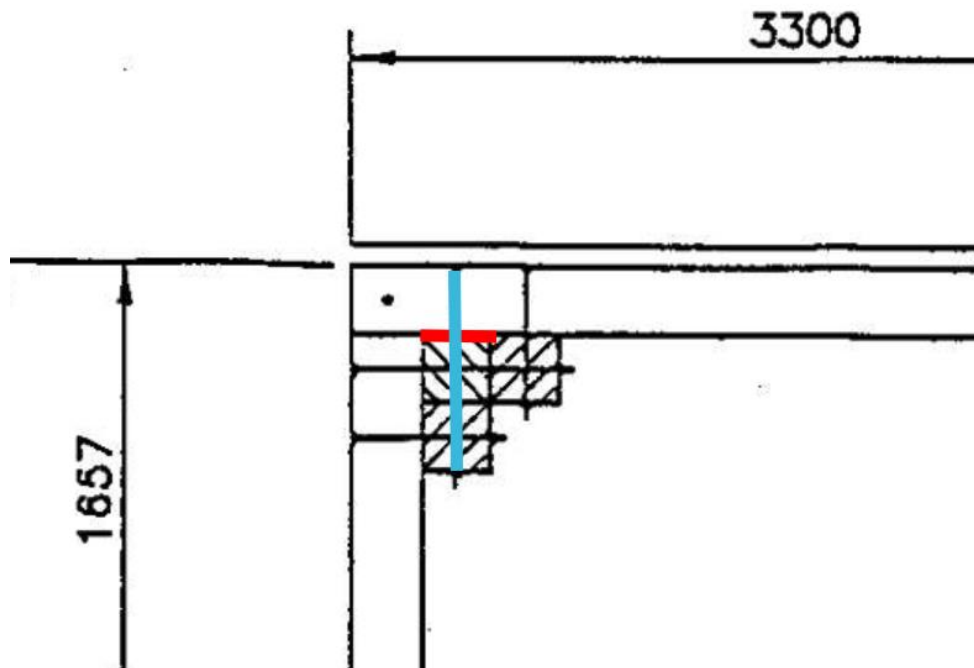
3.2.1 – Visual inspection of underwater area

Inspection must be carried out on 100% of the surface of the immersed and emerged wharf faces. The diving firm must proceed with cleaning of the crib surface and the bolted connections of timbers at 4 chaining for Tête à la Baleine and 6 chainings for Vieux Fort, and this, over a width of 1000 mm to cover the bolted connections.

Proceed with cleaning using pressure washing to allow proper inspection conditions. In the event that a layer of corrosion is present on the connections, mechanical cleaning is mandatory to determine the residual steel present.

It is requested to carry out the visual inspection of the facades, particularly regarding following elements:

- Determine the presence of rot in the wood by probing with a sharp object over the entire height of the wharf face. At each pressure washed chaining, collect 3 wood samples with a Pressler probe at 3 different elevations = +1m; 0m and -1m. Adjust sample elevations based on timber conditions as needed.
- Evaluate the loss in mm of nuts or bolts diameter depending on what applies. Refer to connections in good condition out of the water to determine the original diameter.
- Perform percussion of the connections with a hammer and nut torque tests with a socket wrench to check the integrity of the hardware for 4 connexions per chaining from +0.5m to -1.5m;
- At each of the sites, a connection must be exposed between the post and the crosspiece (in red), at least 50mm wide to measure the diameter of the bolt (in blue) Provide pneumatic tools to drill and cut the wood at elevation + 0.5m.



- Note the presence of undermining at the base of the cribs.
- Note the presence of accumulation of fill materials at the base of the facade;
- Note the presence of deformation or signs of impact;
- Inspection of the ladders (presence and condition of the rungs);
- Any other relevant observation.

Depending on the visibility conditions, take pictures of defects in submerged area in addition to continuous video. The inspection report must include photos that allow the general condition of the cribwork to be assessed on all elevations and surface.

3.2.2. Visual inspection of underwater area

Perform a visual inspection and a photo montage of emerged portion of wharf. Note damage to cribworks bolts and ladders, if any.

3.3.3 – Biological characterization

A allocation is included for a visual inspection of the seabed at Blanc Sablon. Hours has been scheduled in bid form to carry out video transects. Additional indications from our biologist will be provided for this portion of the mandate.

4 - Reference system

For this wharf, the reference system is based on the chainings on perimeter of cribworks to be implemented by the firm. Use this reference system in the report for the description of the structures.

5-Documentation

Plans in Annex B.



6 – Inspection and additional work

If an additional defect or a safety issue is noted during the inspection, it is expected that the firm will make a precise statement of this problem, if necessary. In the event that this additional survey must be carried out, notify the Departmental Representative before carrying out additional work.

7- Health and safety

Maritime structure inspection work – OHS Section

General

By accepting this contract, the Contractor agrees to assume all the responsibilities normally assigned to the employer and the project manager under the Occupational health and safety Act(S-2.1). Before starting the work, the Contractor must in particular:

- Regardless of the number of workers assigned to the work, send the Departmental Representative a safe work plan (mini prevention program) and a mechanical inspection certificate for the machinery used on the site, if applicable.
- Ensure that its workers have received the training and information necessary to perform the work safely and that all the tools and protective equipment required are available, comply with standards, laws and regulations and are used.
- Comply at all times with the provisions of the Occupational health and safety Act (S-2.1), the Safety Code for construction work (S-2.1, r.4) and the Regulation respecting health and occupational safety (S-2.1, r.13) when applicable.
- Notify its workers that they have the right to refuse any work that endangers their health or safety.
- Mark off and barricade the work area and control access.
- In the event of an unforeseen incident, take all necessary measures, including stopping work, to protect the health and safety of workers and the public and communicate without delay with the Departmental Representative

Diving work

By accepting this contract, the Contractor commits to comply with the following requirements:

- Comply with all the requirements of the Regulation respecting Occupational health and safety Act(S-2.1, r.19.1), more specifically section XXVI.I entitled Work performed underwater. Also comply with CSA Z275.2 – Safety Rules for Diving Workers as well as CSA Z275.1 – Hyperbaric Chambers and CSA Z275.4 – Competency Standards for Diving Operations, latest editions . In the event of a difference between two requirements for the same point, the more stringent requirement applies.
- In addition to the preceding paragraph, in the event that construction work is carried out, also comply with the Safety Code for construction work (S-2.1, r.4).
- Before works begin, provide the Departmental Representative with the following documents, according to the content required in the Occupational health and safety Act:
 - the certificate of training in professional diving for each member of the diving team OR the document attesting to the recognition of the skills of these people according to the standard Standard of competence for diving operations, CAN / CSA Z 275.4-02, in accordance with in section 312.8 of this regulation;
 - the certificate of training in first aid in the workplace for each member of the dive team;
 - the medical certificate of each member of the dive team;
 - for each of the dives provided for in this mandate, a dive plan containing the following elements, in addition to those required in the Regulation respecting occupational health and safety:



- the isothermal protection to be used;
 - repetitive dive factor;
 - limit of ascent without decompression stop;
 - the circumstances requiring the interruption of the dive;
 - the procedures to be followed to ensure that machinery, equipment or devices that could present a risk have been locked out;
 - the decompression table to be used, if required;
 - a notice confirming that a communication system with the Emergency Medical Service for diving emergencies is available at all times at the dive station.
-
- The Contractor must take into account the following particularities on the work site and adapt the content of his dive plan accordingly:
 - Diving in a waterway (specify)
 - Diving from a public place.
 - If the dive takes place at one of the following locations, send the Departmental Representative confirmation that the authorities concerned have been notified:
 - in navigable waterways;
 - in port facilities.
 - If the dive station is more than 2 meters above the water, send to the Departmental Representative:
 - the equipment plan used to put the worker in the water if equipment other than a basket is used as a means of launching;
 - the plan of the device used to lift the basket or other equipment, unless this device is a crane or a boom truck.
 - If the dive is performed from a boat, send the Departmental Representative the following documents:
 - proof of qualification of the driver of the boat;
 - Certificate of conformity of the boat issued by Transport Canada.
 - Before starting work, perform a simulation of the rescue procedure on site as required by section 312.31 of the Occupational health and safety Act.
 - Complete on a daily basis and send to the Departmental Representative a checklist confirming the presence and condition of the equipment required on the dive site according to the dive plan
 - Ensure that all the other documents required by section XXVI of the Occupational health and safety Act are available at all times on the site (dive log, diver's log, etc.).
 - Comply with the requirements of sections 355 to 357 of the Regulation respecting occupational health and safety for all persons assigned to this mandate and who remain on the surface of the water.
 - In the event that an emergency boat is required to comply with section 357 of the Occupational health and safety Act, obtain a certificate of compliance for this boat issued by Transport Canada and send it to the Departmental Representative.

Works near waterway

- For all work carried out near a body of water (including work above water, work on a wharf, work along a watercourse, etc.), the Contractor must comply with the requirements of the following paragraphs in addition to complying with section 2.10.13 of the Safety Code for construction work.



- The Contractor must plan his work in such a way as to put in place safety measures to prevent any worker from falling into the water. The use of these safety measures should be preferred to wearing a lifejacket.
- Ensure that workers wear a lifejacket capable of keeping the user's head above water and allowing the arms to float effortlessly if no other safety measure can protect them.

Submit to the CNESST and the Departmental Representative, before works begin, the following documents:

- information related to works (dates, location, body of water, description of works, etc.)
- the list of boats and work platforms used during the work, specifying their respective use;
- proof that an assessment and inspection has been carried out by Transport Canada for each motorized or non-self-propelled boat or platform;
- a water transportation plan
- workers (if applicable);
- a rescue plan specific to this work.

If it is possible that all or part of the work will take place in winter, the safety measures included in the documents required above must be adapted accordingly.

- The Contractor must be able to demonstrate that the driver of each boat has the knowledge and skills required to perform his tasks safely.
- Ensure that a moored lifeboat in the water is available at each location where a worker is likely to fall into the water. However, a boat can serve several places on the same site provided that the distance between each of these places and the boat is less than 30 m.
- Where the workplace is a pier, basin, jetty, wharf or other similar structure, a ladder having at least two (2) rungs below the surface of the water must be installed in front of the structure, every 60 m.

8- Methodology

Identify damage and defects, taking care to document observations extensively through photos, sketches, videos, measurements, etc. Comments must supplement survey to clarify the causes, particularities or to ensure that the observations are properly understood by the technical staff of DFO. Clearly link all this information to the reference system requested.

The firm must be able to take underwater videos and photos. The files must be given to the Departmental Representative with the report and the DVD correctly identified with the place, the structure inspected, the date.

9 - Work follow up

Team in charge of inspection must put in place the appropriate means of communication to notify the Ministerial Representative as soon as possible, if he is not already on site, of the particular problems identified during inspection in a that appropriate decisions are made in time. Even if no particular problem arises during the inspection, the Departmental Representative must be contacted daily by the team leader on site.

10 - Additional work

DFO reserves the right to require additional work or inspections to be carried out in order to specify characteristics of the structure to be inspected. This additional work will be carried out within the limits of structure to be inspected.



11 - Presentation Plans

All plans appearing in the inspection report must be produced in CAD (computer-aided drawing) and sent to the Departmental Representative at the same time as report in the form of files fully compatible with Autocad software, version 2012.

12 - Technical report

A copy of a preliminary technical report must be provided in French no later than two weeks after the end of the inspection work. This technical report will include, among other things:

- A location map;
- Description of reference system used during the inspection;
- A detailed description of the inspection work specifying the staff and equipment used, the dates and conditions of the inspection, the different methodologies used during the inspection;
- All the results of the observations made during the inspection grouped by inspected structures, accompanied by explanatory notes allowing defects to be understood;
- All the measures taken during the inspection (readings, verticalities, etc.);
- Descriptive CAD plans of the structures inspected with an indication of the reference points and systems used during the inspection;
- Detailed plans (plan views, elevations, sections, diagrams, etc.) of the components inspected explaining the phenomena observed (breakage, damage, deformations, deterioration, etc.), indicating the nature and location of the various repair works inspection (taking measurements, photos, etc.) and also illustrating the comments in the narrative part of the report;
- A high-quality photographic montage of all the aboveground parts of the maritime installation taken from a boat and detailed photos of the submerged structures illustrating their current state and the particularities noted;
- Where applicable, the recommendations and all the information necessary to define corrective work to be done urgently or within a period of less than one year to ensure that the current level of service is maintained;
- Any other relevant information necessary to understand the specifics of the structures inspected.

This report will be commented on by the Departmental Representative and corrections or additional explanations must be made for the production of the final report.

Four (4) copies of final report in paper support and two electronic copies on DVD must be submitted one week after the Departmental Representative's comments have been sent.

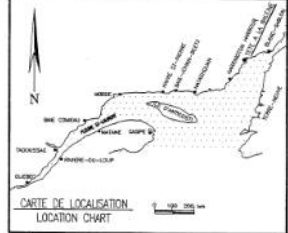
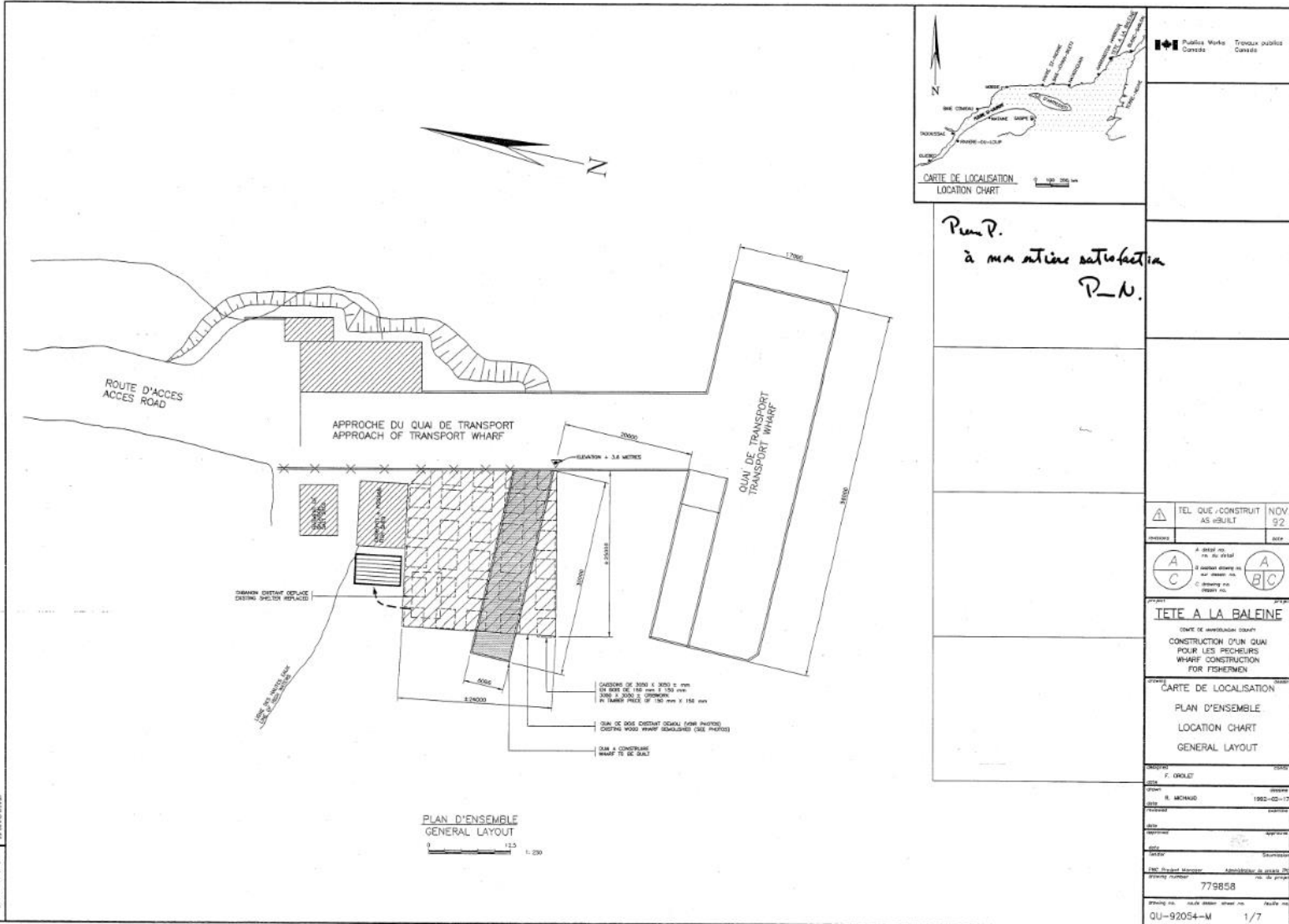
13 – Schedule

Overall, underwater inspections should be carried out according to the following schedule:

Underwater survey	Not later than August 26 th 2022
Preliminary technical report	September 9 th 2022
Final report	September 23 rd 2022

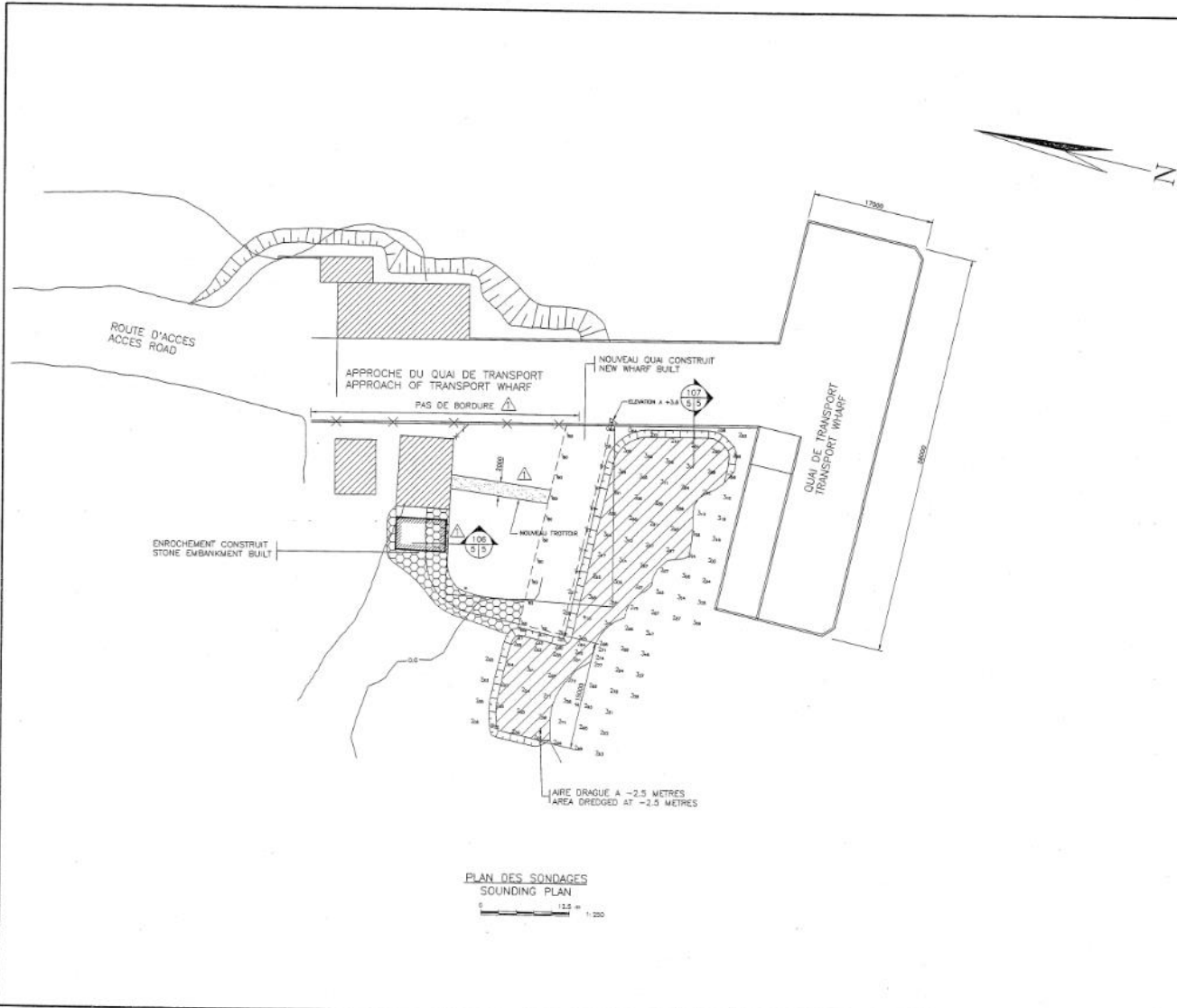


ANNEX "B" Plans TÊTE À LA BALEINE

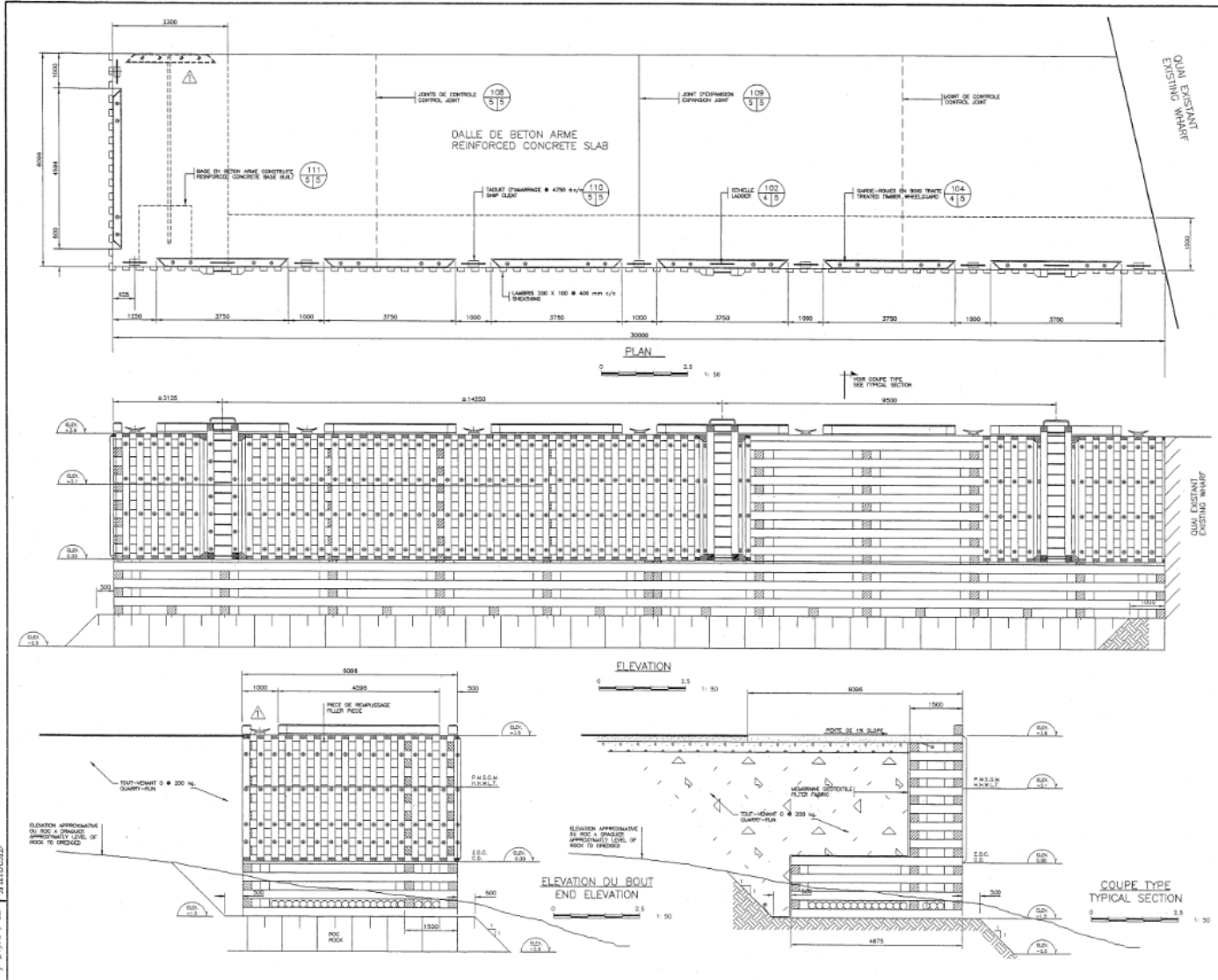


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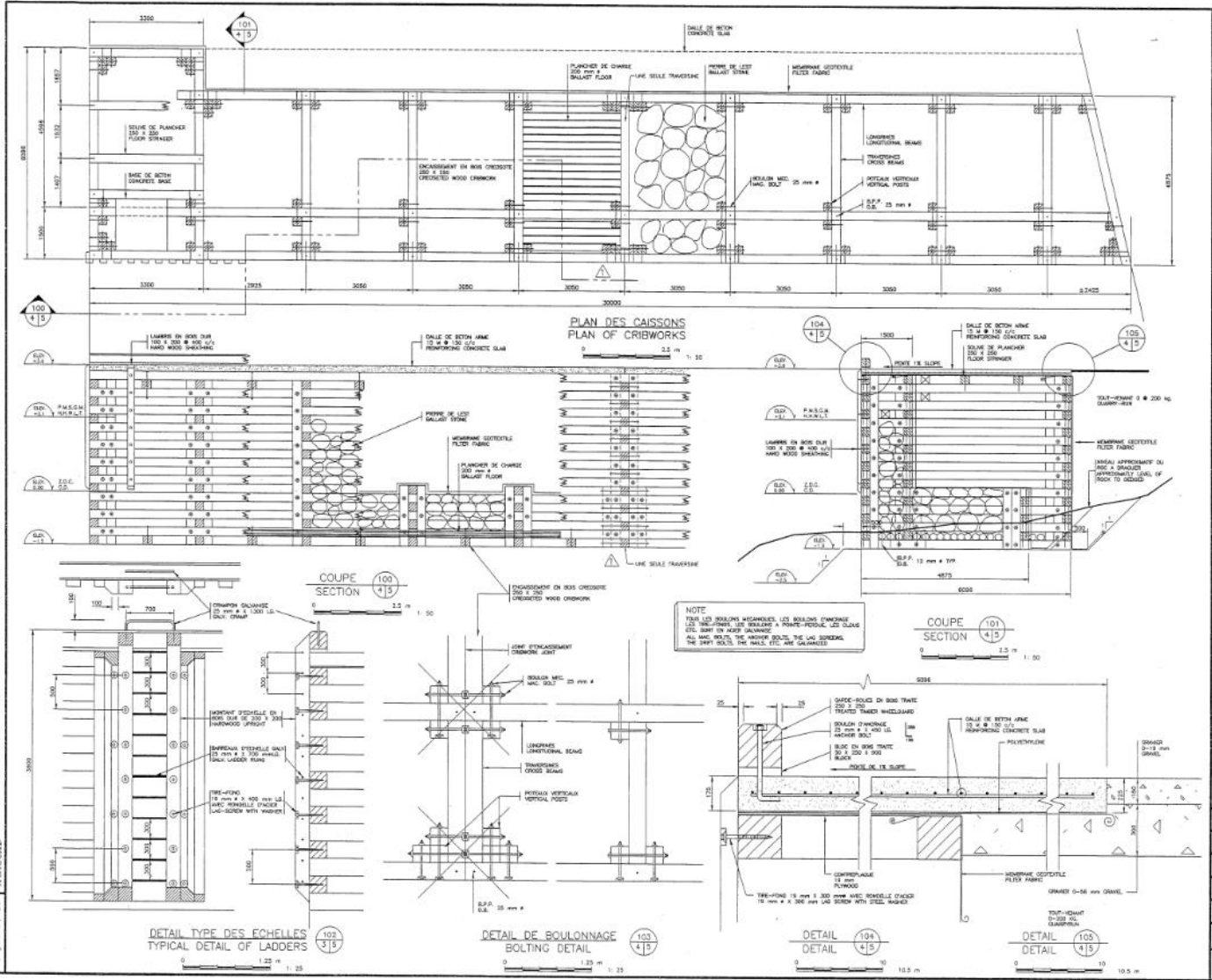
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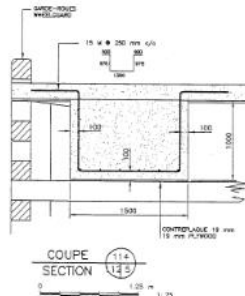
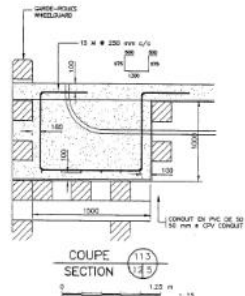
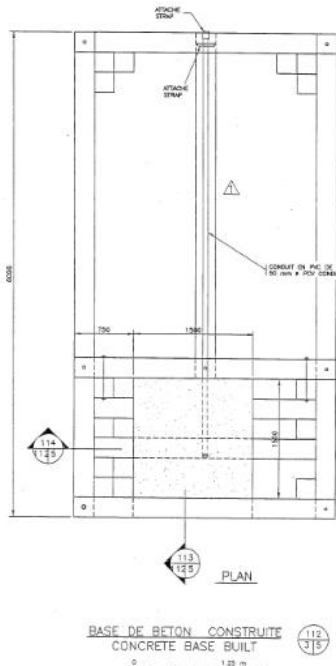
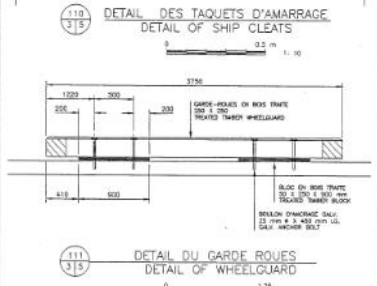
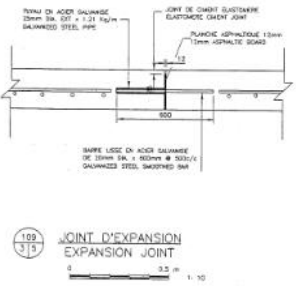
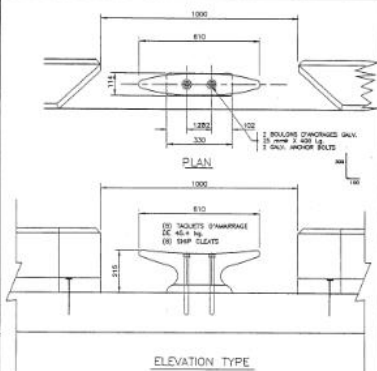
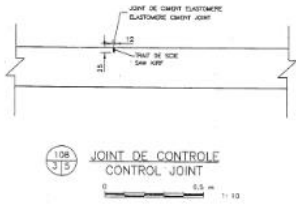
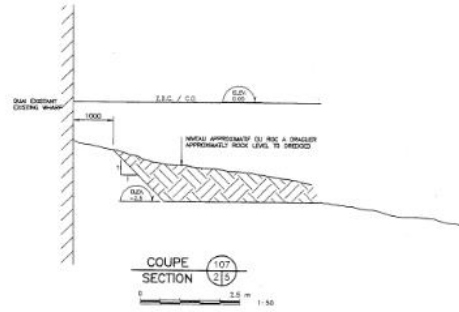
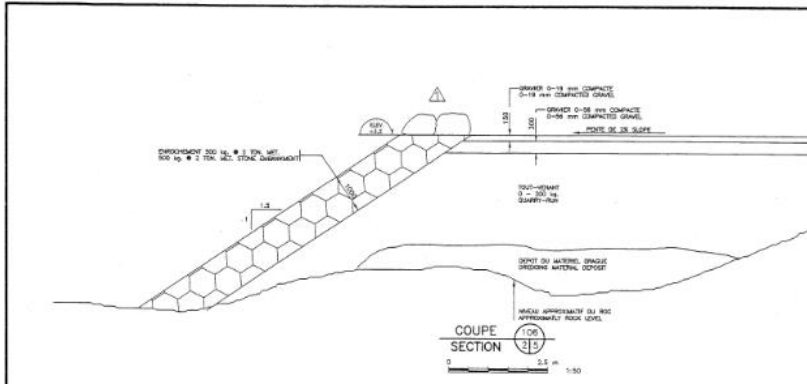
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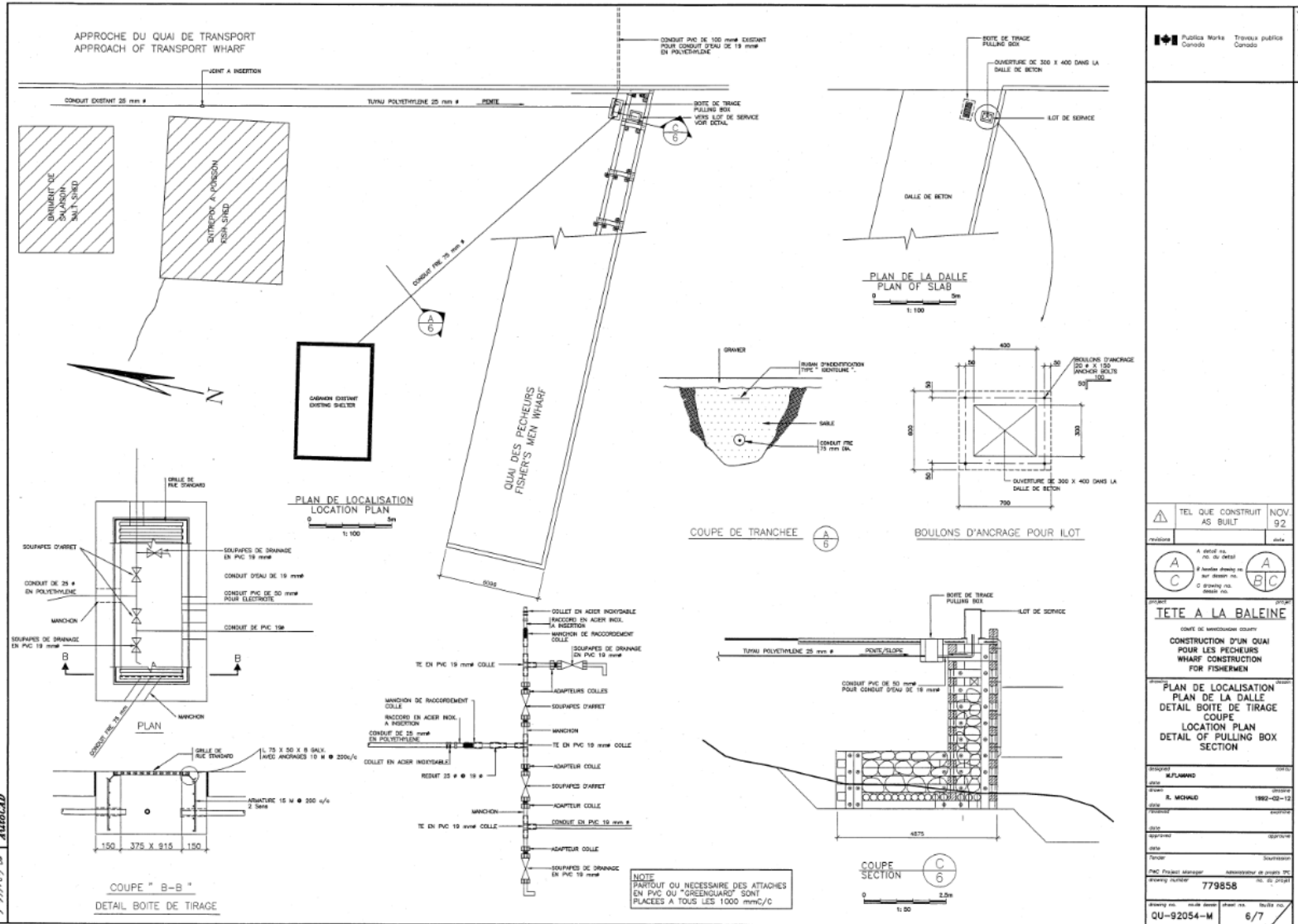
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revisions: A detail rev. / rev. de detail, B location drawing rev. / rev. de dessin de localisation, C drawing rev. / dessin rev.

TETE A LA BALEINE

CHIFFRE DE SÉLECTIONNEMENT COURTESY / NO. DE SÉLECTIONNEMENT COURTESY

CONSTRUCTION D'UN QUAÏ POUR LES PÊCHEURS / WHARF CONSTRUCTION FOR FISHERMEN

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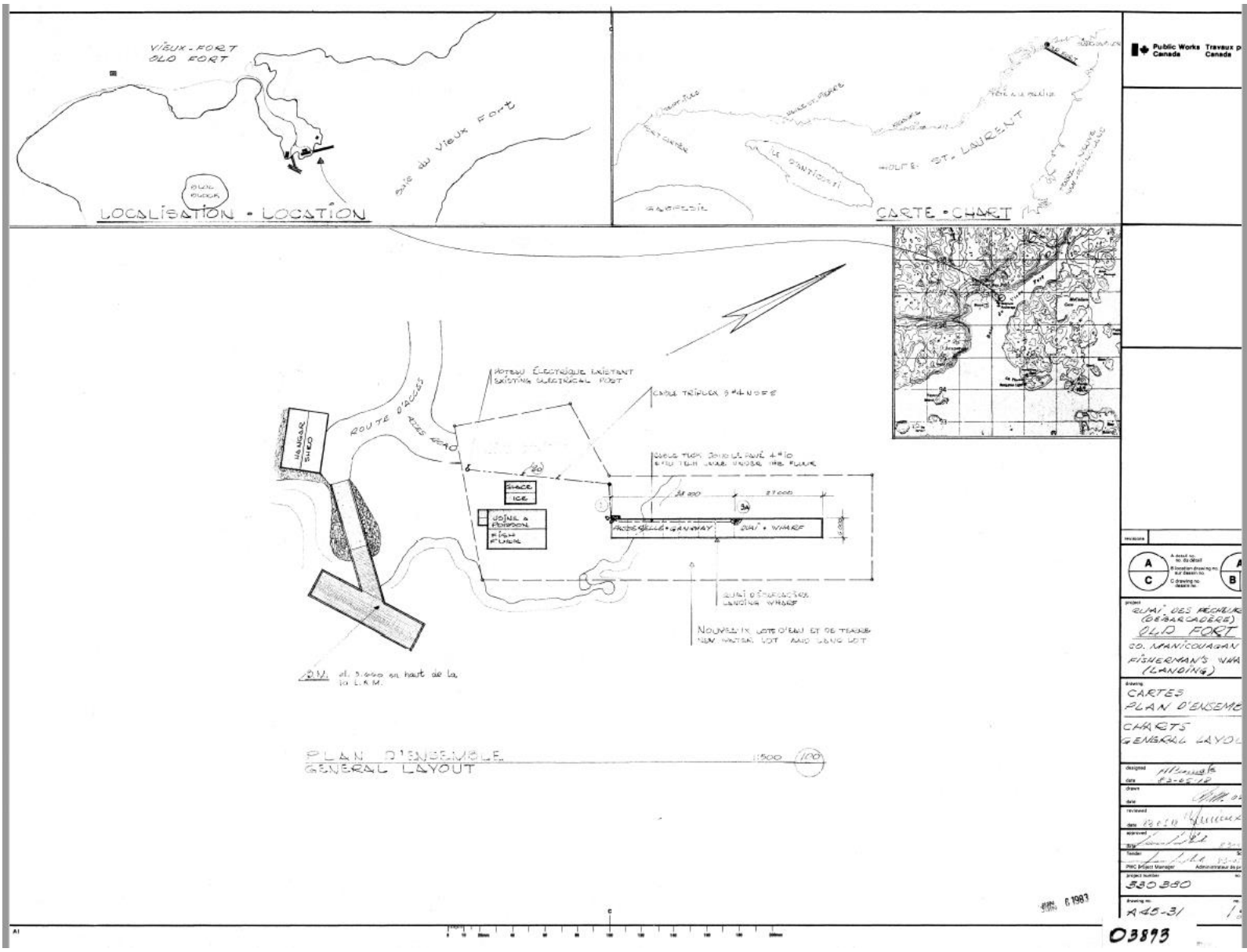
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PAC Project manager: 779858, Administrator de projet: PAC

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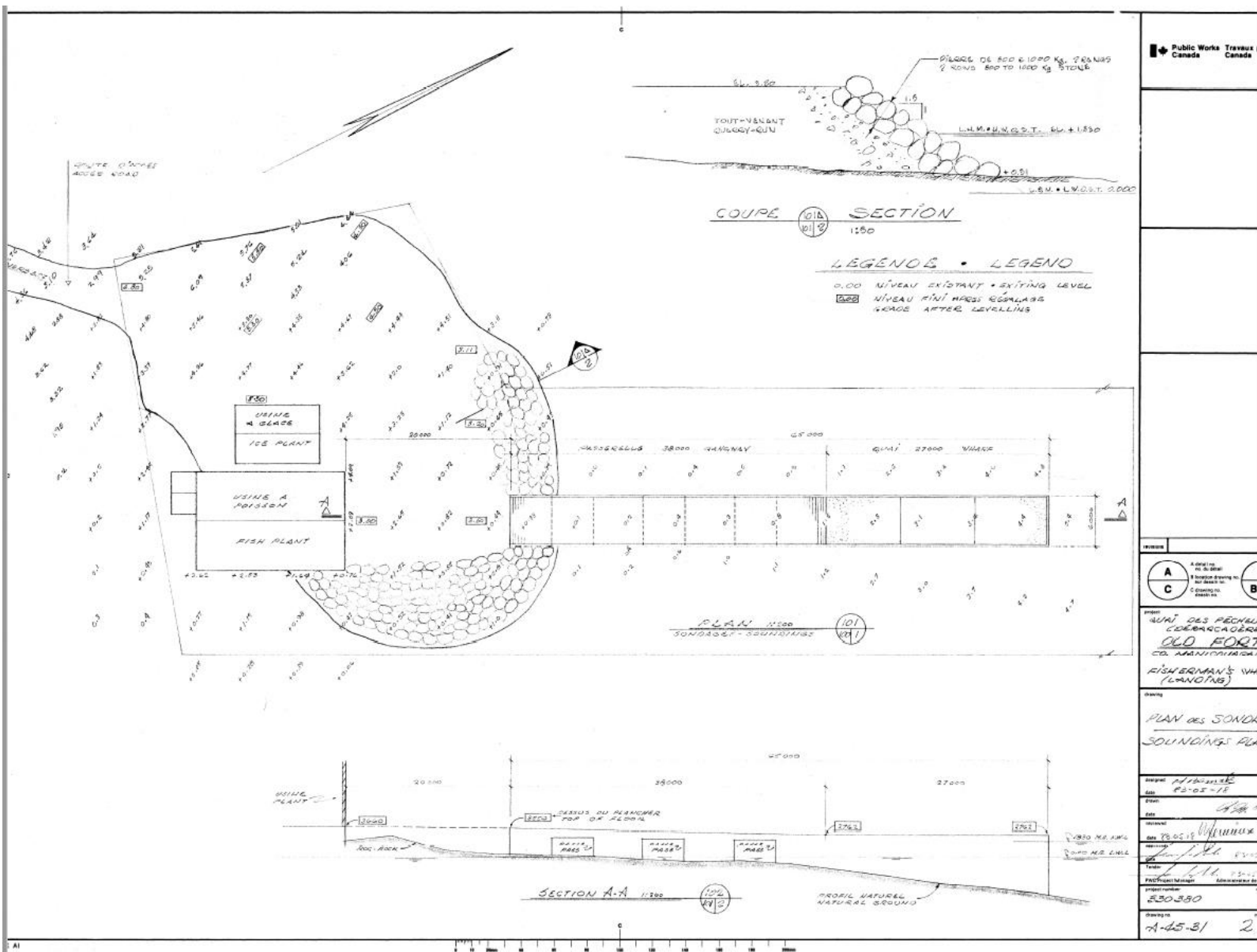
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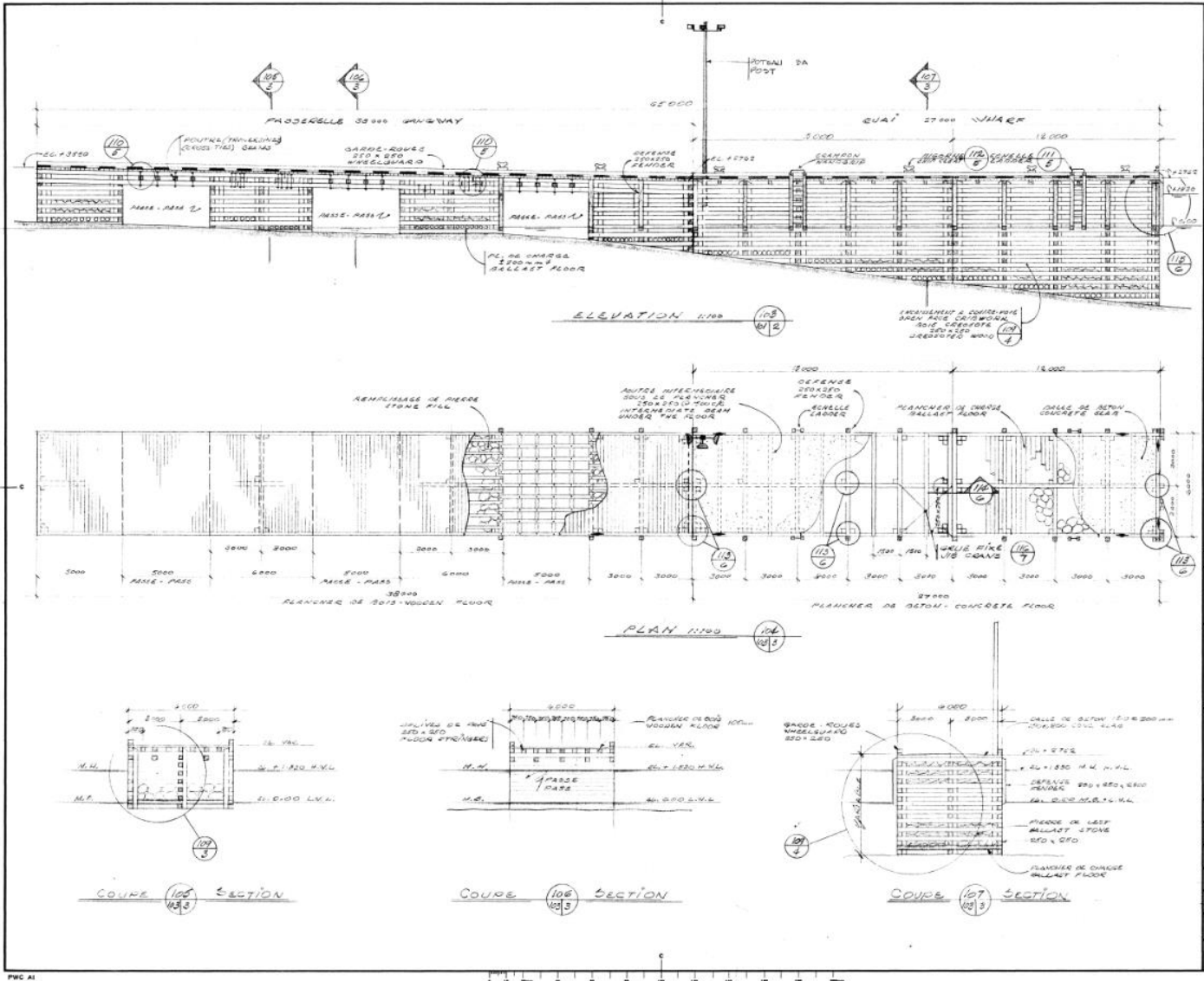
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PLAN D'ENSEMBLE
CHAÎTS
GENERAL LAYOUT

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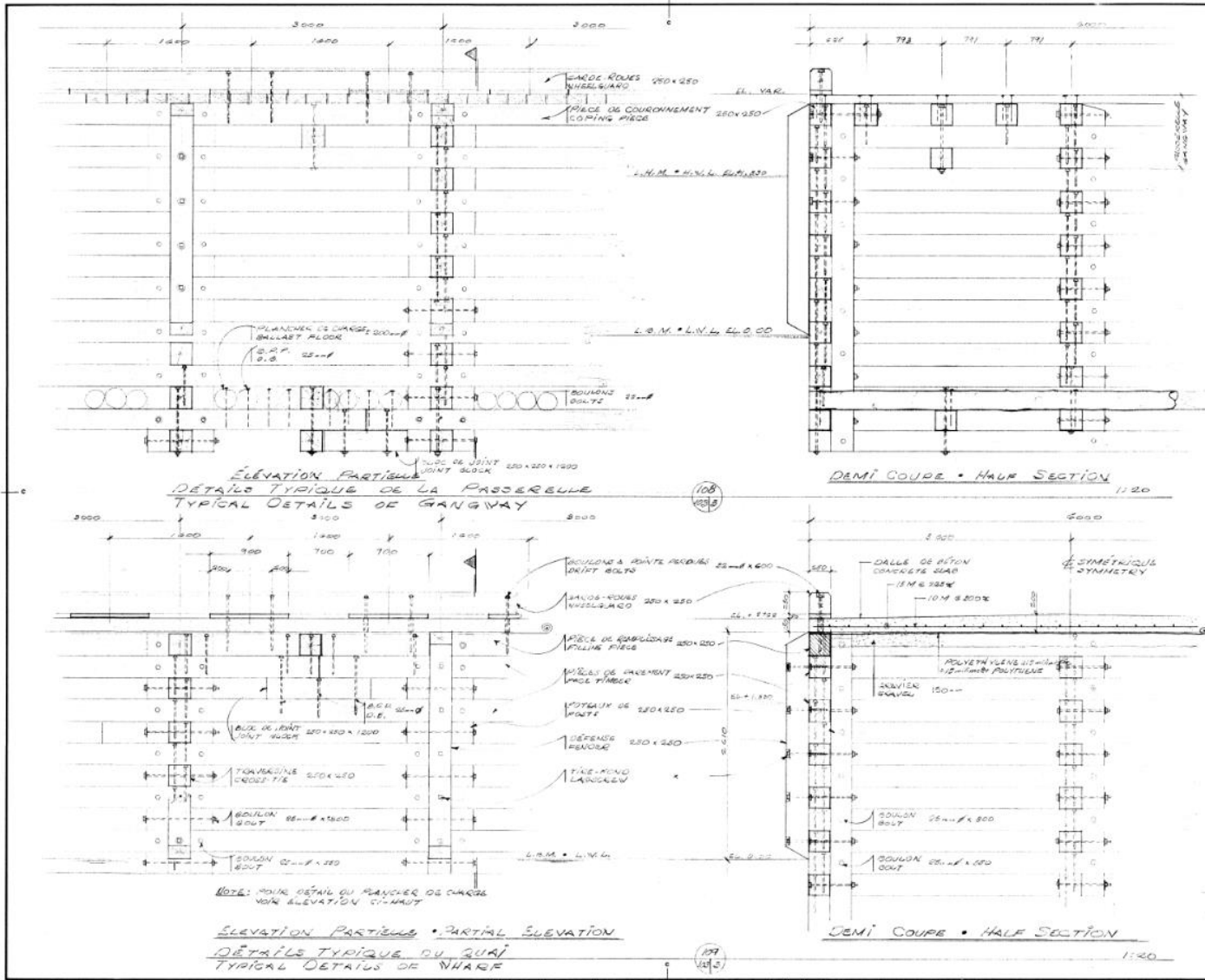
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Public Works Travaux publics Canada Canada										
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QUAI DES PÊCHEURS (SEBASTIEN) OLD FORT CO. MANICOUAGAN HUBBARD'S WHARF (LANONG)										
PLAN ELEVATION COUPES PLAN ELEVATION SECTIONS	11/12/2016 13-1571A									
Date: 01/18/13 Drawn: MULLIK Checked: MULLIK No. de projet: 30001571A	No. de plan: 3129									



Public Works Travaux publics
Canada Canada

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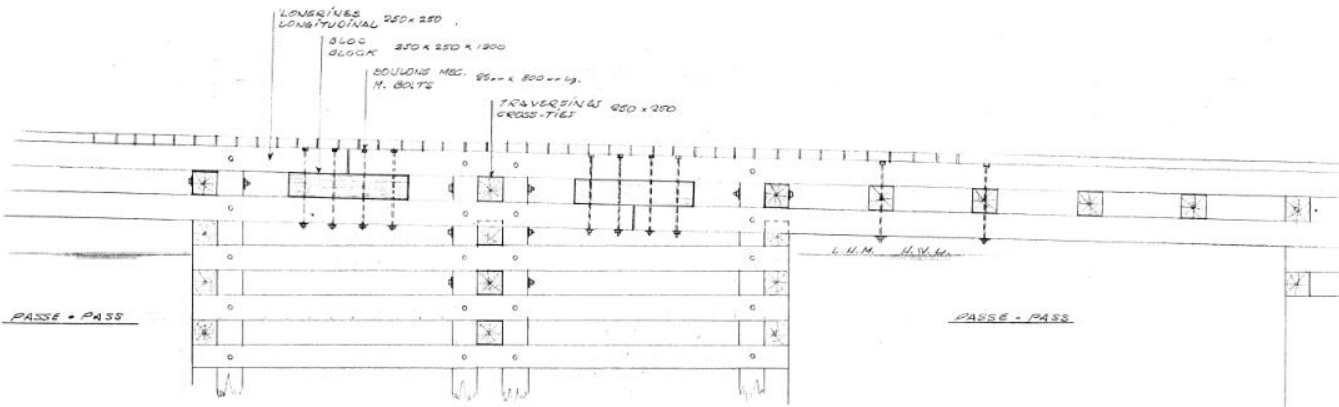
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**QUAI DES PÊCHERIES
COMMODOROCK
DU FORT
DE MANICOUAN**
**PIERREMAN'S WHARF
(GANGWAY)**

DRAWN: []
 CHECKED: []
 DATE: []
 PROJECT NUMBER: 330350
 DRAWING NO.: A-45-51
 SHEET NO.: 4 DE 9



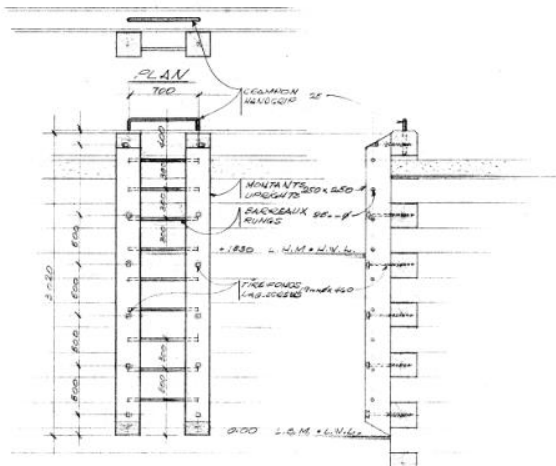
Public Works Canada / Travaux publics Canada



JOINT DE LA PASSERELLE
JOINT OF GANGWAY

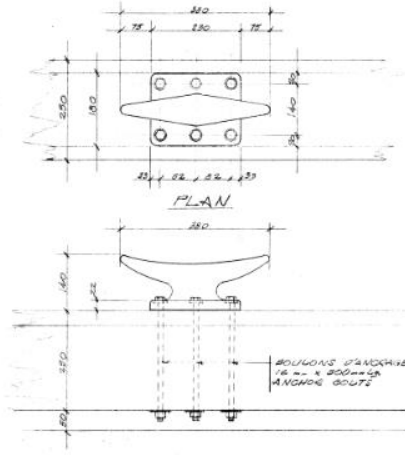
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ÉCHELLE
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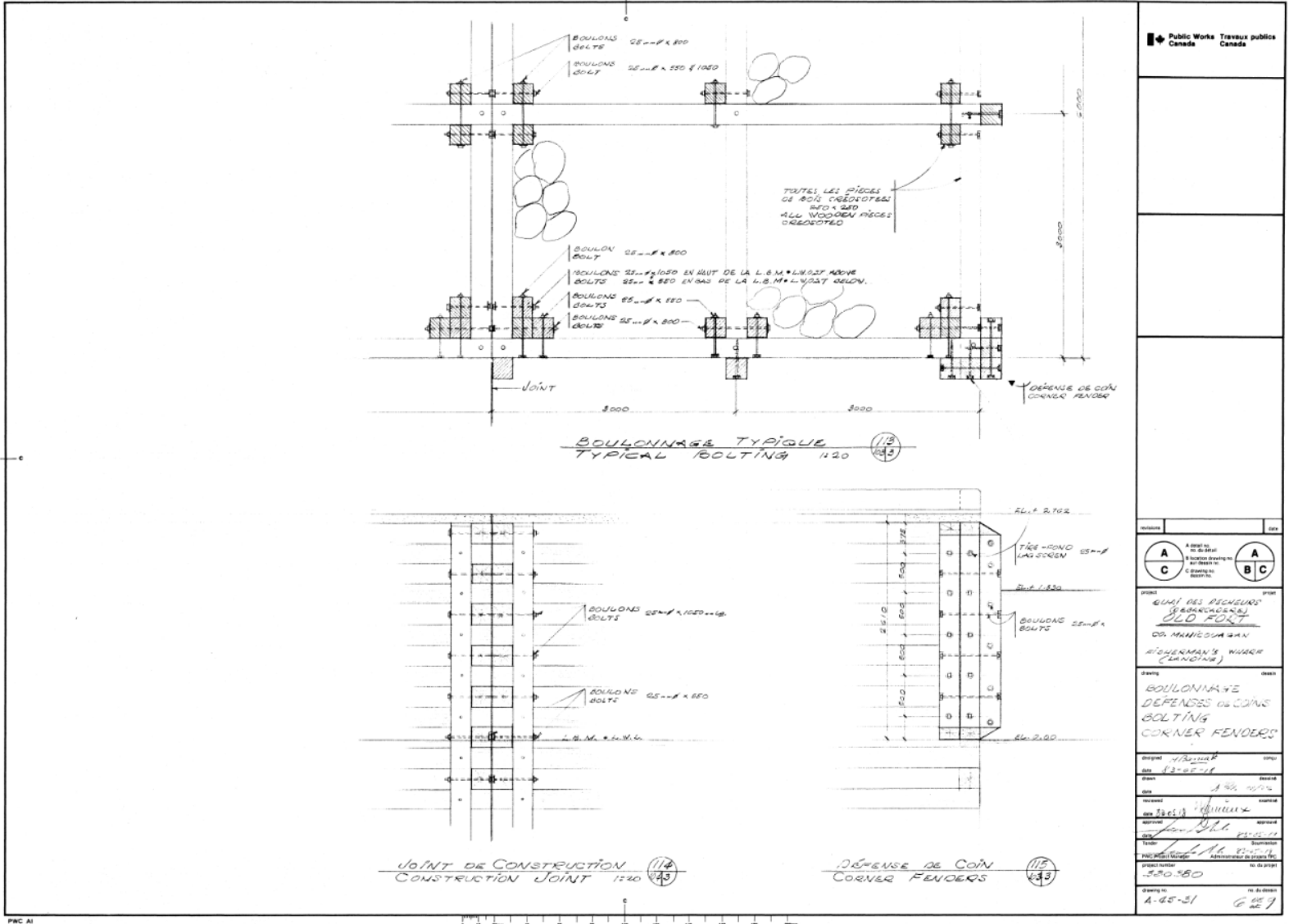
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SIGORNE
SHIP CLEAT

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A	Approved by	A					
C	Checked by	B					
<p>PROJET</p> <p>JOINT DES PONONS (SERRAILLAGE) OLD FORT DE MANTOUKAN ROCHEMAN'S WHARF (LANDING)</p>	<p>PROJET</p>						
<p>Dessiné</p> <p>JOINT PASSERELLE ÉCHELLE TRAVEL VANDERRE GANGWAY JOINT LADDER SHIP CLEAT</p>	<p>Dessiné</p>						
<p>Échelle</p> <p>1:20</p>	<p>Échelle</p>						
<p>Approuvé</p> <p>23-05-01</p>	<p>Approuvé</p>						
<p>Travail</p> <p>Administration de travaux</p>	<p>Travail</p>						
<p>PROJET</p> <p>350 350</p>	<p>PROJET</p>						
<p>Échelle</p> <p>A-55-31</p>	<p>Échelle</p> <p>5-08-9</p>						





ANNEX "C" BASIS OF PAYMENT

Complete table only for selected locations in which you wish to bid.

A financial assessment will be done for each location separately and up to 2 contracts may be awarded resulting from this bid solicitation. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The recommendation of contract award will be made based on the lowest price for each of the location(s).

Annex C1 – TÊTE À LA BALEINE

DO NOT MODIFY BID FORM

Item #.	DESCRIPTION	LUMP SUM PRICES
1	<p>Site organization for Tête à la Baleine Includes, among others things: Contractor's organization, preparation of equipment and service unit, review of the documentation provided and planning of the inspection</p>	_____ \$
2	<p>Mobilization and demobilization for Tête à la Baleine These costs include the costs associated with transporting equipment and team to work site, as well as transport for travel between a point accessible by road and the inspection site when necessary or required. These costs also include the hourly costs associated with the mobilization and demobilization time of equipment as well as the team's travel time, including accommodation and meals costs during the round trip.</p>	_____ \$
3	<p>Diving work for Tête à la Baleine Include, among others: Dive team, dive unit, specialized equipment, living expenses. 3.1 Visual inspection of the submerged area of wharf face including cleaning of wharf face in front of connections; bolt testing and impact testing of bolts and wood, nut torque test with a socket wrench. 3.2 Visual inspection of the emerged part of the wharf face; cleaning of the faces in front of connections; bolts testing and percussion tests of the bolts and wood, nut torque test with a socket wrench, photo montage. 3.3 Sampling of wood at four (4) chainings X 3 elevations by chaining and timber removal at connections between posts and cross pieces. . Notes: Secondary activities not mentioned must be distributed over the main items.</p>	<p>_____ \$</p> <p>_____ \$</p> <p>_____ \$</p>



Item #.	DESCRIPTION	LUMP SUM PRICES
4	Technical report, including all items of point 12 of the Annex A Statement of Work	_____ \$
5	Supply of a boat for inspection of wharf face and for the needs of the Departmental representative, based on 2 days of 8 hours.	_____ \$
6	Waiting time (based on 2 working days of 8 hours). NOTE. THE WAITING TIME IS ON AUTHORIZATION OF THE DEPARTMENTAL REPRESENTATIVE. NO WAITING TIME WITHOUT AUTHORIZATION WILL BE PAID.	_____ \$
TOTAL LUMP SUM AMOUNT FOR TÊTE À LA BALEINE Excluding Taxes		_____ \$

Annex C2 - VIEUX FORT

DO NOT MODIFY BID FORM

Item #	DESCRIPTION	LUMP SUM PRICES
1	Site organization for Vieux Fort Includes, among others things: Contractor's organization, preparation of equipment and service unit, review of the documentation provided and planning of the inspection	_____ \$
2	Mobilization and demobilization for Vieux Fort These costs include the costs associated with transporting equipment and team to work site, as well as transport for travel between a point accessible by road and the inspection site when necessary or required. These costs also include the hourly costs associated with the mobilization and demobilization time of equipment as well as the team's travel time, including accommodation and meals costs during the round trip.	_____ \$



Item #	DESCRIPTION	LUMP SUM PRICES
3	<p>Diving work for Vieux Fort Include, among others: Dive team, dive unit, specialized equipment, living expenses.</p> <p>3.1 Visual inspection of the submerged area of wharf face including cleaning of wharf face in front of connections; bolt testing and impact testing of bolts and wood, torque test with a socket wrench.</p> <p>3.2 Visual inspection of the emerged part of wharf faces; cleaning of the wharf faces in front of connections; bolts testing and the percussion tests of the bolts and wood, nut torque test with a socket wrench, photo montage.</p> <p>3.3 Sampling of wood at four (6) chainings X 3 elevations by chaining and timber removal at connections between posts and cross pieces.</p> <p>3.4 Conducting a transect in Blanc Sablon as part of a biological characterization, based on 4 hours of diving, including all other planning costs for this portion of the mandate. This site is not near a wharf.</p> <p>Notes: Secondary activities not mentioned must be distributed over the main items.</p>	<p>_____ \$</p> <p>_____ \$</p> <p>_____ \$</p> <p>_____ \$</p>
4	<p>Technical report, including all items of point 12 of the Annex A Statement of Work</p>	<p>_____ \$</p>
5	<p>Supply of a boat for inspection of wharf face and for the needs of the Departmental representative, based on 2 days of 8 hours.</p>	<p>_____ \$</p>
6	<p>Waiting time (based on 2 working days of 8 hours). NOTE. THE WAITING TIME IS ON AUTHORIZATION OF THE DEPARTMENTAL REPRESENTATIVE. NO WAITING TIME WITHOUT AUTHORIZATION WILL BE PAID.</p>	<p>_____ \$</p>
<p>TOTAL LUMP SUM AMOUNT FOR VIEUX FORT Excluding Taxes</p>		<p>_____ \$</p>



ANNEX "D" EVALUATION CRITERIA

MANDATORY REQUIREMENTS

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	The Bidder must provide a certificate of training in professional diving for each member of the diving team OR the document attesting recognition of the skills of these people according to the standard: Standard of competence for diving operations, CAN / CSA Z 275.4 02 , in accordance with section 312.8 of these regulations.		
M2	The Bidder must provide certification of first aid training in the workplace for each member of the dive team.		
M3	The Bidder must provide a medical certificate for each member of the dive team.		
M4	The Bidder must hold an RBQ license.		



ANNEX "E" INSURANCE REQUIREMENT

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

Marine Liability Insurance G5003C (2018-06-21)

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, 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 Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.