



**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 Vessel and Crew to support the Sea Cucumber Mission, NL		Date August 26, 2022
Solicitation No. / N° de l'invitation 30003407		
Client Reference No. / No. de référence du client(e) 30003407		
Solicitation Closes / L'invitation prend fin At / à : 14:00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : September 6, 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, Senior Contracting Officer 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 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 \(2022-03-29\)](#) 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 **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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 "C".

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C".

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 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

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 of **17 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **35 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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 divided by the 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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2 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 SACC Manual clause [A8501T](#) (2014-06-26) Vessel Charter – Tender

The vessel must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- a. name of vessel _____;
- b. official number _____;
- c. length, beam, displacement _____;
- d. name of vessel's skipper during charter period _____.

5.2.3.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.6 Supplementary Contractor Information

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

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

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



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

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

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

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) (<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 (2022-01-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-01-28), 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 10, 2022.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

whichever comes first.

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

6.7.3 Methods of Payment

6.7.3.1 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

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 **Newfoundland and Labrador**.

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) **2010B** (2022-01-28), General Conditions - Professional Services (Medium Complexity)_apply to and forms part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation Criteria;
- (f) Annex D, Insurance Conditions;
- (g) 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

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

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

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

6.13 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.



6.14 Dispute Resolution

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

6.15 SACC Manual Clauses

6.15.1 SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition

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

6.15.2 SACC Manual clause [G5003C](#) (2018-06-21) Marine Liability Insurance

6.15.3 SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

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

1 Title

Vessel and Crew to Support the Fisheries and Oceans Canada (DFO), NL Region, Sea Cucumber Survey mission

2 Introduction

Fisheries and Oceans Canada is seeking availability of a capable non-CCG Oceanographic Research Vessel to conduct its Summer 2022 “NL Region, Sea Cucumber Survey mission”. Specifically, an Oceanographic Research Vessel is required for 10 consecutive days from as soon as September 09, 2022 to 20 September, 2022.

3 Objectives of the Requirement

- To assess the status of Sea Cucumber stocks on the St. Pierre Bank (NAFO Subdiv. 3Ps)
- To collect biological samples including counts and size-specific weights of sea cucumber
- To determine abundance of sea cucumber, and starfish
- Numerate and sample other large benthic invertebrates

4 Background, Assumptions and Specific Scope of the Requirement

4.1 Background

Resource Management, DFO requested advice on the 3Ps sea cucumber stock in 2021/2022 and in 2020/2021. However, the Sea cucumber survey on the CCGS Alfred Needler for August/September 2021 was recently cancelled due to vessel maintenance requirements. In addition, the 2020 survey for this stock was cancelled due to COVID-19 related concerns. The last survey of this stock was in 2016/2017.

4.2 Scope

Resource Management, DFO require advice for this stock for 2022/2023. The 3Ps sea cucumber stock is split into 2 areas (North- west and South- east). The North- west has had a relatively stable TAC around 2200 T which have been fully caught from 2015-2020. The south- east area was closed to fishing from 2010 to 2016. In 2017 temporary permits were issued. The TAC in 2017 was set at 3,773 T (38% caught) and was maintained in 2018 (88% caught). In 2019, the TAC in the south-east area was increased to 4,717 T (93% caught) in the absence of updated stock advice from an assessment and was maintained in 2020 (95% caught). - If the Sea Cucumber survey does not go ahead, it will not be possible to conduct a stock assessment in 2022-2023 or provide science advice to Resource Management. Consequently, we will be unable to analyze the impact that the relatively newly re-implemented fishery in the south-east area is having on the stock, especially since the TAC has been increased in 2019.

The survey will involve steaming to predetermined offshore locations within the two sea cucumber fishing areas and tow a 6 foot modified sea urchin dredge for 0.5nm at 2.5 knots and maintain a 3:1 warp ratio. Dredge catch will be dumped on the deck and sorted by DFO technicians with the assistance of charter crew. DFO staff will count, weigh, and measure catch or subsample of catch. The survey will be conducted early September for 10 consecutive days (preferably Sept. 9-19). DFO technicians will be onboard the vessel to conduct the survey. The survey will be considered completed once all planned locations have been surveyed or the maximum number of sampling days has been reached.



ANNEX "B" BASIS of PAYMENT

Contract Period : from contract award to October 10, 2022		
Cost per station (INCLUDING FUEL)	Number of stations including mobilization and demobilization (estimated)	Estimated Total Cost
\$ _____	12	\$ _____
Estimated Total Price (excluding taxes):		\$ _____



ANNEX "C" EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

Your tender submission MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your tender submission.

The survey will involve steaming to predetermined offshore locations within the two sea cucumber fishing areas and tow a 6 foot modified sea urchin dredge for 0.5nm at 2.5 knots and maintain a 3:1 warp ratio. Dredge catch will be dumped on the deck and sorted by DFO technicians with the assistance of charter crew. DFO staff will count, weigh, and measure catch or subsample of catch. The survey will be conducted early September for 10 consecutive days (preferably Sept. 9-19). DFO technicians will be onboard the vessel to conduct the survey. The survey will be considered completed once all planned locations have been surveyed or the maximum number of sampling days has been reached.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
Vessel Certification and Documentation			
M1	The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> with a Trading Area of <i>Unlimited Voyage</i> , or international equivalent, for the duration of the contract.		
M2	The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Management Certificate or international equivalent.		
M3	The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.		
M4	The Bidder must provide at bid closing 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.		
M5	The Bidder must provide proof (copy) that the Captain(s) of the vessel possesses a valid certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (<i>Unlimited Voyage</i> or international equivalent).		
M6	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).		



M7	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.		
Vessel Particulars			
M8	The Bidder must clearly demonstrate that the Vessel is equipped for continuous operations for a period of up to 10 days (e.g., endurance range of Vessel, provisions, water making system, etc.). Provide List of Equipment and Quantities		
M9	The Bidder must clearly demonstrate that the Vessel is able to operate on a 24/7 schedule for the duration of the contract. This includes: <ul style="list-style-type: none"> • Enough bridge crew to operate the vessel on 12 hour watches/day, • Enough deck crew to operate deck equipment for the deployment and recovery of the dredge on both shifts. Provide crew list		
M10	The Bidder must clearly demonstrate that the Vessel can accommodate a minimum of 9 scientific personnel (individuals consisting of both genders) for the duration of the mission. This includes: <ul style="list-style-type: none"> • provide sleeping accommodations (minimum of 9 berths and max of 4 person/cabin); • provide a minimum of 3 on-board meals per day; provide drinking water, toilets, sinks, showers and hot water. Provide pictures - Deckplans		
M11	The Bidder must clearly demonstrate that the Vessel is equipped with a Launch and Recovery System (LARS) and towing capability for the DFO supplied six foot modified sea urchin dredge . The LARS would consist in: <ul style="list-style-type: none"> • a winch with a minimum of 500m of non-conductor mechanical cable; • a marine crane (with towing capability) or A-frame to launch and recover the dredge, and; a dedicated work space on the working deck for handling the dredge before launching and for sampling upon its recovery. Provide pictures of the equipment		
M12	The vessel must demonstrate that is capable of towing the dredge for 0.5nm at 2.5 knots with a 3:1 warp: depth ratio for all survey depths (Max depth ~70m). Vessel must be able to shoot gear at 2.5 knots and maintain this speed while towing. Provide technical specs		
M13	The Bidder must clearly demonstrate that the Vessel is equipped with space for the storage of one (1) spare dredge approx. 2m X 2m.		



	Provide pictures of the storage.		
M14	The Bidder must clearly demonstrate that the Vessel has sufficient storage space for science totes of sampling supplies. Need minimum of 6m ² Provide pictures-deckplans		
M15	The Bidder must clearly demonstrate that smoking will be allowed only in a designated location aboard the vessel and not in the area where DFO scientific staff <ul style="list-style-type: none"> • eat, • work • sleep Provide pictures of signage or procedures or deckplan with identified location		
M16	The Bidder must clearly demonstrate that the vessel has a work area for science staff that is protected from weather (e.g., wind, rain, sea spray), with direct access to the main deck. Provide pictures - Deckplans		
M17	The Bidder must clearly demonstrate that the vessel has dedicated 120VAC outlets for connection of DFO equipment for measuring and weighing the catch and recording on computers. Provide pictures of the outlet.		
M18	The Bidder must clearly demonstrate that the vessel has lights that will illuminate the deck so work can be conducted safely during hours of darkness. Provide pictures of the light on the deck.		
M19	The Bidder must clearly demonstrate that the vessel crew are able to inspect and repair fishing gear after each tow and repair if required. Provide equipment list and crew TC certifications		

Point-Rated Requirements

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bidder must achieve a minimum score of 17 possible points out of 35 of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- I. The name of the client organization for whom the services were provided;



- II. A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- III. The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

Point Rated Criteria				
Rated Criteria		Point Breakdown Structure	Proposal Page No.	Points Earned
R1	Does the vessel have experience working with bottom dredges?	No experience : 0 point In the last 4 to 5 years: 1 points In the last 2 to 3 years: 5 points In the last year: 10 points		/10
R2	Does the vessel have an internal lab space for science operations?	No : 0 point Yes : 5 points		/5
R3	Does the vessel have experience in bottom trawling of bottom fishing (scallop dragging, etc.)?	No experience : 0 point In the last 4 to 5 years: 1 points In the last 2 to 3 years: 5 points In the last year: 10 points		/10
R5	If the vessel is unable to do 24 hour ops, what hours is the vessel able to work?	7 hours ops and less : 0 point 8 to 12 hour ops : 5 points 12 to 18 hours ops: 7.5 points 19 hours ops and more : 10 points		/10
Total Points Earned:				/35
Bidder must achieve a minimum score of 17 possible points out of 35 of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.				



ANNEX “D” – INSURANCE CONDITIONS

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 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 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
(Contracting officers must insert the following option, if applicable.)
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),*



*Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

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