

**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 : DFOtenderssoumissionsMPO@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	Date
Deep-water remotely operated vehicles	November 29, 2022
(ROV), ROV pilots, navigation and camera	
services in support of Ocean Science for	

Solicitation No. – Nº de l'invitation :

30001918

Solicitation No. / Nº de l'invitation 30001918

marine conservation for DFO Canada

Client Reference No. / No. de référence du client(e) 30001918

Solicitation Closes / L'invitation prend fin

At /a: 14h00

AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique)

On / le: January 10, 2023

F.O.B. / F.A.B.	Taxes	F.O.B. / F.A.B.
Destination	See herein — Voir ci-	Destination
	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: Kimberly Walker 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 Rep adresse et représentant du fourn	· · · · · · · · · · · · · · · · · · ·	
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 associated with this bid solicitation

## 1.2 Statement of Work

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

## 1.3 Debriefings

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

## 1.4 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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-andguidelines/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.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility* and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names"

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

#### 2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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 British Columbia.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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 <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date, time and location</u>:

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

## **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

## 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Technical Criteria

Refer to annex "E"

## 4.1.1.2 Point Rated Technical Criteria

Refer to annex "E"

#### 4.1.3 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **80 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **110 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.

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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	d Price	\$55,000.00 \$50,000.00 \$4		\$45,000.00	
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 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 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.

#### **Integrity Provisions – Required Documentation** 5.2.1

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/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### Federal Contractors Program for Employment Equity - Bid Certification 5.2.2

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 website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### 5.3.0 Additional Certifications Precedent to Contract Award

### 5.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## 5.3.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## 5.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

## 5.3.4 Contractor's Representative

The Contracto	or's Repres	entative for	the Contract	IS:
Name:				
Title:				
Address:				
Telephone:				
Facsimile:				
E-mail:				

## 5.3.5 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:

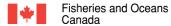
### 5.3.6 Former Public Servant

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 <u>Financial Administration Act</u>, 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



a. b. 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 <u>Public Service Superannuation</u> Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary

payable pursuant to the <u>Canadian Forces Superannuation Act</u> , R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u> , 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u> , 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u> , R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u> , R.S. 1985, c. M-5, and thet parties of parliament Retiring Allowances Act, R.S. 1985, c. M-5, and				
that portion of pension payable to the <u>Canada Pension Plan Act</u> , 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:				
name of former public servant; 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 <u>Contracting Policy Notice 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u> .				
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:				
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;
- period of lump sum payment including start date, end date and number of weeks; f.
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **Electronic Payment Instruments** 5.3.7

The Bidder accepts any of the following Electronic Payment Instrument(s):					
( ) VISA Acquisition Card;					
( ) Direct Deposit (Domestic and International);					
The following certification signed by the contractor or an authorized officer:					
"I certify that I have examined the information provided above and that it is correct and complete"					
Signature					
Print Name of Signatory					

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

## Requirements

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

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

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

List of names for integrity verification form

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

## 6.1 Security Requirements

There is no security requirement applicable to the Contract.

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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** 2010C ((2022-01-28), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010C</u> (2013-03-21), General Conditions Services (Medium Complexity) Invoice submission, is amended as follows:

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

Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>. 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);
  - 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
- 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 Contract award through to November 30, 2023 inclusive.

## 6.4.2 Option to Extend the Contract

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

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

Option periods if exercised will be December 1, 2023 through to November 30, 2024 and December 1, 2024 through to November 30, 2025.

## 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker

Title: Senior Contracting Officer

Department: Fisheries and Oceans Canada Directorate: Materiel and Procurement Services

Address: 301 Bishop Dr, Fredericton, NB, E3C 2M6
E-mail: <u>DFOTenders-soumissionsMPO@dfo-mpo.gc.ca</u>

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.

Canada

6.5.2	Project Authority (to be inserted at Contract award)
The Pro	oject Authority for the Contract is:
Name: Title: Organiz Addres	
Telepho E-mail	one: address:
carried Work u Project	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the nder the Contract. Technical matters may be discussed with the Project Authority, however the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative (to be inserted at Contract award)
The Co	ontractor's Representative for the Contract is:
Name: Title: Organiz Addres	
Telepho Facsim E-mail	
6.6	Proactive Disclosure of Contracts with Former Public Servants
Service reported	viding information on its status, with respect to being a former public servant in receipt of a Public Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be d on departmental websites as part of the published proactive disclosure reports, in accordance ontracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
6.7	Payment
6.7.1	Basis of Payment
6.7.1.1	In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (insert amount at contract award) and Applicable Taxes are extra.

- **6.7.1.2** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

## 6.7.2 Limitation of Expenditure

1.	Canada's total liability to the	Contractor	under the	Contract mu	ist not excee	d \$	
	Customs duties are	(insert '	"included",	"excluded" (	or "subject to	exemption")	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 Method of Payment – 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;
- all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 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: <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>
AP Coder: (to be inserted at contract award)

**6.8.1.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

### 6.9 Certifications and Additional Information

## 6.9.1 Compliance

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

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

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

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010C</u> ((2022-01-28), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Commercial General Liability Insurance;
- (f) 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 \_\_\_\_\_ or, as amended on \_\_\_\_\_ and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).

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

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

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

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

## 6.13 SACC Manual Clauses

SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals

## 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 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

## **TITLE**

Deep-water remotely operated vehicles (ROV), ROV pilots, navigation and camera services in support of Ocean Science for marine conservation for DFO Canada

#### 1.1 OBJECTIVE

The contractor will supply deep-water remotely operated vehicles (ROV), ROV pilots, navigation and camera services in support of Ocean Science for marine conservation for DFO Canada on the Pacific Coast, mobilizing in Victoria, British Columbia

### 1.2 CONTRACTING WORK PERIOD

The Contractor must be available for mobilization, demobilization and up to 28 days of survey work within the date range of April 1st and August 31st including option years if exercised.

## 1.3 Background

DFO Science Branch supports the identification of Marine Protected Areas and MPA network planning, through formal Science Advisory Processes, the collection of baseline biological data and MPA monitoring strategies and protocols. A first step is the collection and collation of ecological data across the planning region to identify and locate ecologically significant areas and important habitats to prioritize. For example, DFO Pacific Science has conducted 10 Ship-based Surveys since 2016 to support marine conservation, mainly focused on mapping important habitats including cold-water corals and glass sponge reefs. These cruises along with DFO data collected by other research surveys help to identify Ecologically and Biologically Significant Areas (EBSAs) and other areas of high conservation value that are prioritized for protection.

Science branch is also responsible for ecological monitoring of MPAs, VMEs and coastal areas to better understand conservation benefits, and given the challenges of monitoring large ocean spaces, Science has been focusing on innovative tools and strategies to maximize resources.

Noninvasive tools, such as remotely operated vehicles (ROVs), are key components to achieving these monitoring and conservation goals. Nationally, DFO is limited in the resources (technical expertise. equipment and personnel time) required to deploy and maintain non-invasive monitoring systems in the short to medium term.

ROV systems have been contracted for various surveys in the past to achieve these monitoring and conservation goals. For example: Highland Technologies Inc was hired in 2017 for drop camera work and CFFS for ROPOS ROV operation in 2016.

#### 1.4 Terminology

CCG - Canadian Coast Guard

CCGS - Canadian Coast Guard Ship

DFO – Department of Fisheries and Oceans

EBSAs - Ecologically and Biologically Significant Areas

MPA-Marine Protected Areas

VMEs – Vulnerable Marine Ecosystems – ecosystems that support corals, sponges and other structureforming taxa

**ROV** Remotely Operated vehicle

#### 2.0 SCOPE OF WORK, CONTRACTOR REQUIREMENTS AND DATA COLLECTION **REQUIREMENTS**

#### 2.1 Scope of Work

Work with the client to provide mobilization and demobilization of contractors ROV system with all associated technology as needed for offshore missions ranging up to 28 days at a time.

Provide pilots, navigators and technical staff for missions.

Record and provide all data to DFO daily and upon completion of mission as per requirements of the client.

Provide Maintenance of ROV and camera's used. Canada requires maintenance services for assigned technical gear in accordance with manufacturers

#### 2.2 **Contractor Requirements**

The contractor must provide ROV, navigation and camera services outlined as and when required

#### 2.2.1. Pre-Cruise Services

Consult with the Client regarding the Client's objectives for the Project and technical requirements for the **ROV System and:** 

Configure the ROV System in accordance with the Client's written specifications, which specifications will be delivered to the contractor not later than thirty (30) days prior to the Mobilization Date (collectively, the "Pre-Cruise Services").

## 2.2.2. ROV Operations Services

Provide experienced ROV Operations Services personnel and operate the ROV system on the Vessels identified by the client for twelve (12) extended hours per day during the Project Period or twenty-four (24) extended hours per day be determined based on survey. Every twenty-four (24) hours of ROV Operations includes four (4) hours of system maintenance time, in addition to pre- and post-dive preparations, checks and tests. In its sole discretion, the contractor may accumulate system maintenance time and apply it to longer maintenance requirements from time to time. Any time required for the installation of, and interface with, scientific equipment and modification of equipment to meet the scientific objectives of the Client is considered as scientific operating time, and is not included in system maintenance time.

## 2.2.3. Navigation Services

Provide the navigational equipment;

Provide the experienced personnel needed to operate the ROV Navigation System and; Operate the ROV Navigation System concurrently with the performance of ROV Operations Services.

## 2.2.4. In providing the Services

The contractor will be subject to the terms of this Agreement and direction from the Vessel's Captain and Client.

Without limiting the generality of the foregoing, the contractor and the Client agree as follows: The contractor is authorized to delegate the performance of the Services to subcontractors chosen by the Client.

The Project Authority or its delegated Chief Scientist may give the contractor reasonable instructions through verbal communication during ROV operations aboard the Vessel or in writing regarding the performance of the Services.

The contractor will designate and authorize one or more individuals to be responsible at all times for accompanying the ROV System, except while the system is in transit through commercial shipping or aircraft. The most senior member, authorized individual, will have final authority at all times in determining whether conditions are suitable for operation of the ROV System.

## Data collected by the contractor on behalf of the Client include

High resolution digital photos and digital video with time stamp information (imbedded or as part of naming) recorded during the cruise provided daily to the client;

Real time logging system, described further below, with precise bottom positioning of samples and ROV transects (i.e. ROV position), copied to hard drives provided by the Client at trip end:

Log of comments and observations, time and position stamped;

Summary report of the number of hours of recorded video as requested during expeditions

Audio recording of scientific observations/comments during ROV operations:

Sample log, time and position stamped;

Video frame grabs, time and positions stamped:

ROV Data stream (at least once per second; ideally 4hz) recorded during each dive to include:

Latitude

Longitude

Heading

Pitch

Roll

Altitude

Forward velocity

Downward velocity

Starboard velocity

Temperature

Depth

Oxygen if possible

#### 2.2.6 **Outreach activities**

Willing to be involved in outreach and communication activities including live streaming of ROV missions Agreeable to media and communication release generated by DFO Copyright belongs to DFO with credit to company for outreach

#### 3.0 **SPECIFICATIONS**

The contractor must supply an ROV with all the components required to conduct deep-sea scientific survey, collection, and deployment operations to 3500m. Specifications:

#### 3.1 Onboard the ROV

At least one science video camera (mandatory: at least HD quality and forward-facing; preferred: additional 4K option)

Forward- or downward-facing science still camera (preferred)

Navigation equipment (e.g., record position, depth, altitude, heading, etc.) (mandatory)

Piloting automation with sub meter precision example station holding and flying a pre- planned grid Scientific sensors (e.g., CTD, oxygen) (preferred)

Have physical sample collection capabilities such as suction sampler, cores, two manipulators, bioboxes A set of parallel-scaling lasers for each science camera (e.g., a set for the video camera and a set for the still camera)

Banks of lights sufficient to illuminate the field of view for each science camera

Thrusters with the ability to descend, ascend, move forward

#### 3.2 Top-side

Imagery and non-imagery recording devices ROV GPS equipment and navigation station

#### 3.3 Control-Center

The contractor must be able to set up their Control Centre:

In various sized Vessel's scientific laboratories;

Accommodate at least one lead scientist at the control center;

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Accommodate additional scientists at control center if dive tasks require science help (e.g., camera controls)Remote monitors for additional loggers and observers, including the Vessel's bridge crew and science crew need to be supplied

#### 3.4 Data management

The contractor preferably must have an real-time logging system including:

Navigation logs;

Video frame grabs:

Sample logs:

Copies of all the Images and Data on hard drives provided by the Clients with the above information presented in an easy to browse HTML format:

Data also to be presented in 'GIS friendly' format; for example shapefiles or open non-proprietary spatial data format).

Data feed from the ROV for the purpose of encoding time and position into the audio track of the recorded video.

#### 3.5 **Navigation System**

The contractor must have:

Surface USBL system capable of tracking Ship position (0.5 m with position drift of less than 2m/2min in case of GPS drop-out) and attitude (heading/roll/pitch);

ROV position (0.2% geodetic slant range accuracy) up to 4,000 m with a 200 deg (widest acoustic array aperture) tracking range below the acoustic array.

#### 3.6 Launch and Recovery System (LARS)

The contractor must have:

LARS must bolt on to existing scientific support Vessel (i.e. CCGS John P. Tully) structure;

LARS must be heave compensated;

LARS installation must be Coast Guard Approved and certified by Transport Canada;

LARS must be capable of operating at Beaufort sea state 6.

#### 3.7 Maintenance

The contractor must be responsible for the maintenance:

of LARS, ROV and cameras used prior and during mission. Canada requires maintenance services for assigned technical gear in accordance with manufacturers specifications and provide back-up systems

#### 4.0 **DELIVERABLES AND ACCEPTANCE CRITERIA**

The contractor must provide portable hard drives with all recorded data from each expedition to the client within the timeframe outlined, daily and at the conclusion of the expedition

The contractor must provide summary reports of number of hours of recorded video,

The contractor must participate in outreach activities as required by DFO.

#### 5.0 **CONSTRAINTS**

Any issues or constraints that may affect the cost, time or performance of a task must be identified in this section. Examples of some constraints are:

Contractors will follow relevant DFO policies, standards and methodologies;

Contractors must provide equipment contracted for, for duration of the survey time

Data must be provided upon departure of ship and as requested during expedition

Contractors must be fluent in English

DFO must have access to contractors equipment.

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Provincial health directives must be followed for the duration of the standing offer based on DFOs and CCG requirements

DFO safe work procedures must be followed and will be provided prior to project start date.

Environmental constraints; and

Contractors must be willing to live aboard CCG and other ships for up to a month at a time.

#### 6.0 CONTRACTOR QUALIFICATIONS

The Contractor will be responsible for providing the necessary technical, operational, and organizational resources needed to complete the work.

The Contractor and ROV technical crew must be capable and have experience operating an ROV in deepwater hydrothermal vent habitats to depths of 3,500 m including experience carrying out in situ scientific experiments/manipulations, e.g. collection of specimens or portions of specimens of deep-water fauna, setting and retrieval of settlement plates or trays and collection of sediment cores or other geological samples.

The Contractor and its ROV crew must have prior at-sea experience working with marine scientists engaged in deep-water research.

## 6.1 ROV and Navigation Crew

#### 6.1.1 ROV Crew

Minimum number of ROV piloting hours are required.

## 6.1.2 Navigation Crew

Minimum experience standing navigation watches.

## 6.2 Licensing

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

## **ANNEX "B" BASIS of PAYMENT**

For the provision of all professional services and operating costs including all associated costs necessary to carry out the required work excluding taxes

## **Pricing and Basis of Payment**

The Contractor shall provide an <u>all-inclusive</u> "Daily Rate" basis for:

- All ROV operating and equipment costs including staffing of ROV pilots.
- Mobilization and Demobilization.

Please provide price per day for the following. Prices do not include tax which will be treated separately in the contract.

# **Contract bid submission costing**

# Initial Contract Contract award through to November 30, 2023 **Approximately 28 Days per survey**

2023 Survey Total Mobilisation / Demobilisation Cost \$ applicable)	in Canadian dollars (excluding HST/GST if
Total Operational Day Rate (12-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding
Total Operational Day Rate (24-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding
1 <sup>st</sup> Option Year - December 1, 2025 to Nove Approximately 28 Days per survey	ember 30, 2025
2024 Survey	
Total Mobilisation / Demobilisation Cost \$applicable)	in Canadian dollars (excluding HST/GST if
Total Operational Day Rate (12-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding
Total Operational Day Rate (24-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding
2 <sup>nd</sup> Option Year - December 1, 2025 to Nov Approximately 28 Days per survey	rember 30, 2025
2025 Survey	
Total Mobilisation / Demobilisation Cost \$applicable)	in Canadian dollars (excluding HST/GST if
Total Operational Day Rate (12-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding
Total Operational Day Rate (24-Hour Day) \$ HST/GST if applicable)	in Canadian dollars (excluding

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		For Ev	/aluati	on Purposes only:		
		Total Opera	ational	n / Demobilisation ( Day Rate (12-Hour Day Rate (24-Hour	Day	
Initial Contrac	t:	Option Year N	lo.1	Option Year No.2		total (applicable taxes extra):
		1				

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## ANNEX "C" COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. 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.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. 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.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

## **ANNEX "D" EVALUATION CRITERIA**

## **MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with BOTH the mandatory and rated evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements. Proposals not meeting the mandatory criteria will be excluded from further consideration. If multiple proposals are received that meet all Mandatory requirements, the Rated evaluation will be used to rank the proposals.

Proposals submitted for this requirement **must clearly demonstrate** that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

The bidder should include the following table in their proposal, indicating how their proposal meets the mandatory criteria, providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Proposal Page No.
M1	The Bidder must provide a CV for each of the resources proposed.  Of those resources, the Bidder must identify one person as the Lead Resource who will be responsible for coordinating efforts and act as a Project Manager.  Each CV must include a list of published peer-reviewed articles or reports where the resource was the lead author and a demonstration of experience.  Demonstration of experience must include:  Title of the Project; Client Organization; Dates and Duration of the Project (For example, January 2011 to October 2011, 9 months); A brief description of the project or task (500 words or less), including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource; A description of the activities performed by the proposed resource.	
M2	The ROV supervisor must have a minimum of 1000 hours flying time	
М3	ROV pilot technicians must have a minimum of 500 hours of flying time	
M4	ROV junior pilots must have a minimum of 200 hours of flying time	
M5	Navigation crew must have a minimum of three years' experience standing navigation watches	
М6	Navigation crew must be able to operate, understand and troubleshoot the navigation system and hardware and configuration including software code, structure and function.	
M7	The Contractor and its ROV crew must have prior at-sea experience working with marine scientists engaged in deep-water research.	

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## **RATED REQUIREMENTS:**

Bidders must attain a rating of at least 80 points of the maximum possible points for the Rated Requirement to be considered compliant. Proposals which fail to attain at least 80 points will be considered technically non-responsive and no further evaluation will be conducted.

## Technical evaluation criteria (110 points total; 80 points minimum)

No.	Criteria	Scoring	Proposal Cross-
			reference Pages
R1	The Contractor and ROV technical crew must be capable and have experience operating an ROV in deepwater habitats (e.g., seamounts, hydrothermal vents, cold seeps) to depths of 3,500 m including experience carrying out in situ scientific experiments/manipulations, e.g. visual surveys, collection of specimens or portions of specimens of deep-water fauna, setting and retrieval of settlement plates or trays and collection of sediment cores or other geological samples.  Points will be allocated as follows:	/40	
	Five (5) points will be awarded for each deepwater ROV mission with collection of samples and report cited up to a possible 40 points		
R2	The Lead Resource should demonstrate that they have organized, participated or contributed to Government projects involving ROV work. (Government defined as municipal, provincial or federal) Points will be allocated as follows:  Four (4) points will be awarded for each completed Government project involving deep sea research up to a possible 20 points.	/20	
R3	The Lead Resource should demonstrate that they have experience mobilizing and demobilizing ROV LARS on CCG vessels or similar vessels, working with crew changes, adapting deck space. The CCGS Tully is a common ship used for ROV expeditions.	/10	
	Points will be allocated as follows:  Two (2) points will be awarded for each completed project up to a possible 10 points		
R4	The Lead Resource should demonstrate that they have experience in the troubleshooting of ROV surveys  Points will be allocated as follows:  Two (2) points will be awarded for each completed project up to a possible	/10	
R5	10 points.  The Lead Resource should demonstrate that it has experience in		
	contributing to outreach in some form  Points will be allocated as follows:	/10	

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	Two (2) points will be awarded for each outreach event up to a possible 10 points.		
R6	The Contractor and its ROV crew must have prior at-sea experience working with marine scientists engaged in deep-water research.	/20	
	Five (5) points for each deep-water research scientific survey completed		
	Total Score (minimum required 80 points)	/110	

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## ANNEX "E" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -**CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation

eriod or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may tender the bid non-responsive or constitute a default under the Contract.
or further information on the Federal Contractors Program for Employment Equity visit Employment and ocial Development Canada (ESDC)-Labour's website.
Pate:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing ate.)
Complete both A and B.
Check only one of the following:
) A1. The Bidder certifies having no work force in Canada.
) A2. The Bidder certifies being a public sector employer.
) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
5. The Bidder has a combined workforce in Canada of 100 or more employees; and
( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
. Check only one of the following:
) B1. The Bidder is not a Joint Venture.
OR
) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)