



**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 Giinuu / Sea Cucumber Survey Services – Haida Gwaii		Date December 13, 2022
Solicitation No. / N° de l'invitation 30003315		
Client Reference No. / No. de référence du client(e) 30003315		
Solicitation Closes / L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : January 12, 2023		
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 : 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 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 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 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.

“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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

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

Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "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 - Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications 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](#) 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 Contractor's Representative 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 [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.



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.

6.3.2.1 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 with a cc to: [\[insert the name of the Project/Technical Authority and the AP Coder\]](#). 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 Contract award through to March 31, 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 April 1, 2023 through to March 31, 2024 and April 1, 2024 through to March 31, 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 : DFOTenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority *(to be inserted at Contract award)*



The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 Facsimile: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price 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 must not exceed \$ _____. 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;
- b. 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: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca

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 [2010C](#) ((2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Marine Liability Insurance;
- (f) Annex D, Declaration Form;
- (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 _____ *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

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 [A9141C](#) (2008-05-12) Vessel Condition

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

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

Giinuu / Sea Cucumber Survey Services – Haida Gwaii

1. SCOPE

1.1. Objective:

A contract is needed to provide Fisheries and Oceans Canada (DFO) and the Haida Fisheries Program (HFP) with a vessel, to support the deliverables in the Haida GayGahlda “Changing Tides” Reconciliation Framework Agreement (RFA), signed August 13, 2021 between Council of the Haida Nation, Canada and British Columbia. The GayGahlda RFA deliverables include the collaborative development of a Giinuu/sea cucumber (*Apostichopus californicus*) stock assessment, which requires SCUBA dive surveys to collect giinuu/sea cucumber size and abundance data.

The work will be conducted in remote locations around Haida Gwaii, in Pacific Fishery Management Areas (PFMAs) 1 and 2, and requires a vessel to provide transportation, sleeping accommodations, meals, dry workspace for data management, wet workspace for processing giinuu/sea cucumber biosamples and equipment storage.

All survey operations will begin and end either in Nanaimo or a nearby east Vancouver Island port, with Haida Fisheries Program (HFP) staff likely joining the surveys from the Village of Daajings Giids (formerly Village of Queen Charlotte), Haida Gwaii, British Columbia.

The intent is to establish a contract for the duration of the project, from contract award through to March 31, 2023, with 2, one year option periods so that the contractor can provide services on an ‘as and when required’ basis. The inclusion of estimated days per year in the cost proposal is not a commitment by DFO. The actual start and end dates of each survey will be mutually agreed upon by DFO, HFP and the contractor.

1.2. Background:

On June 21, 2021, Canada enacted the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) Act*. This Act provides a path forward for Canada to work together with Indigenous peoples, including the Haida Nation, to fully implement UNDRIP. Then, on August 13, 2021, the Council of the Haida Nation, Canada and British Columbia signed the GayGahlda “Changing Tides” Reconciliation Framework Agreement (RFA). Through this agreement, and beyond, the Parties intend to foster a new nation-to-nation relationship based on the recognition of Haida Title and Rights, through cooperation, partnership and reconciliation.

The GayGahlda RFA deliverables include the collaborative development of a Giinuu/sea cucumber (*Apostichopus californicus*) stock assessment within three years. The project has funding for fiscal years 2022-23, 2023-24 and 2024-25, and a 3-year work plan has been collaboratively developed by the Council of the Haida Nation and Fisheries and Oceans Canada. The development of the stock assessment requires SCUBA dive surveys to collect giinuu/sea cucumber size and abundance data, and the work plan identifies Year 1 dive surveys to be completed by March 31, 2023. Two dive surveys are anticipated for Option Year 1, and one additional dive survey in Option Year 2.

1.3. Terminology:

DFO = Fisheries and Oceans Canada
GayGahlda = Changing Tides
Giinuu = Sea Cucumber
HFP = Haida Fisheries Program



RHIB = Rigid-Hull Inflatable Boat
RFA = Reconciliation Framework Agreement
PFMA = Pacific Fisheries Management Area

2. REFERENCE DOCUMENTS

Data collection methods are outlined in Appendix A: Giant Red Sea Cucumber Survey Data Collection Protocol.

3. REQUIREMENT:

3.1. Scope of Work:

A contract is needed to provide Fisheries and Oceans Canada (DFO) and the Haida Fisheries Program (HFP) with a liveaboard vessel, to conduct sea cucumber stock assessment surveys, to support the deliverables in the Haida GayGahlda “Changing Tides” Reconciliation Framework Agreement (RFA),

3.2. Tasks:

GENERAL REQUIREMENTS

The Vessel must be capable of accommodating eight or more Science crew and safely navigating the waters around Haida Gwaii.

All equipment and gear specified in this document and that is not specified but is necessary for the safe and continued operation of the vessel must be operational at the beginning of the survey and maintained in working order by the Vessel throughout the duration of the survey.

SURVEY DETAILS

Each sea cucumber dive survey will begin and end either in Nanaimo or a nearby east Vancouver Island port, with Haida Fisheries Program (HFP) staff likely joining the surveys from the Village of Daajings Giids (formerly Village of Queen Charlotte), Haida Gwaii, British Columbia.

The survey locations will be within PFMA 1 and 2 (Figure 1), and exact dive transect locations will be collaboratively determined by DFO and HFP staff prior to each survey.

One sea cucumber dive survey is anticipated for Year 1, fiscal year 2022-23. Two sea cucumber dive surveys are anticipated for Option Year 1, fiscal year 2023-24. One sea cucumber dive survey is anticipated for Option Year 2, fiscal year 2024-25.

The surveys will start no earlier than February 1, 2023 and must be complete by March 31, 2025.

Based on previous surveys it is anticipated that number of vessel charter days required will be approximately 15 in Year 1, 30 days in Option Year 1, and 23 days in Option Year 2. These numbers of days are just estimates, the actual number of days required to complete the survey is dependent on a number of factors including the size of the survey area, tides, weather, equipment failures and mechanical breakdowns.

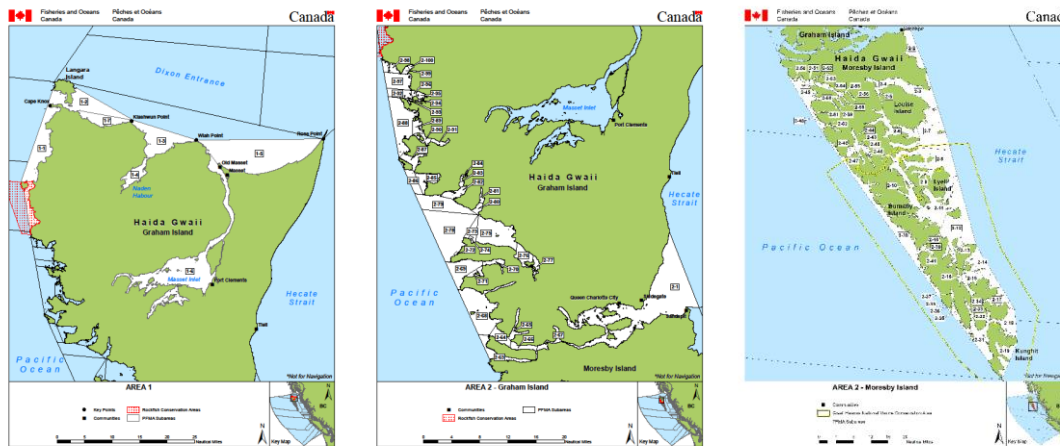


Figure 1. Pacific Fishery Management Areas 1 and 2.

SCUBA DIVE CREW REQUIREMENTS

The Science crew shall consist of a maximum of eight (8) SCUBA divers and/or dive skiff tenders, four provided by HFP and four provided by DFO (exact numbers may vary). One of the Science crew will be designated as Chief Scientist for each survey and will lead the scientific activities during the survey. All divers are trained for shallow water diving, down to 18.3 metres or 60 feet depth also have valid SVOP, MED-A3, ROC-M, and Marine Advanced First Aid.

VESSEL ACCOMMODATIONS AND MEALS

The Contractor must provide clean and sanitary accommodations for the eight (8) SCUBA dive crew. The Vessel must provide dry storage space in the accommodations for the clothing and personal effects of Science crew with at least one drawer or locker per person. The Vessel must have at least 2 functioning marine heads (toilets) and at least 1 functioning shower that can be used in privacy. The Vessel must provide toilet paper, soap and paper towels. The Vessel must provide three (3) nutritionally balanced meals for all vessel crew and Science crew during all survey days. Breakfast and dinner will generally be provided onboard the vessel, and lunch will usually be a take-away lunch for Science crew while in the field conducting daily dive operations.

CONTRACTOR OBLIGATIONS

The Contractor must comply with all federal and provincial/territorial legislation regarding occupational health and safety. The Captain must review safety procedures and equipment (e.g., firefighting, life rafts, immersion suits, personal flotation devices, First Aid supplies) with the vessel and Science crew at the beginning of each survey and after any change in vessel or Science crew. Muster stations in the case of fire, abandon ship, or other emergency must be identified to the vessel and Science crew. The Captain must adhere at all times to navigational rules and regulations contained in the Canada Shipping Act whether it be during running, drifting, or when at anchor. The Captain and crew must exercise due caution and follow safety procedures provided by DFO and HFP to prevent damage or loss of DFO- and HFP-supplied equipment. Note that costs to repair or replace DFO- and HFP-supplied equipment resulting from failure to follow provided procedures are the responsibility of the Contractor.

DIVE SURVEY OPERATIONS

The crew of the vessel will launch the dive skiffs from their cradles to the side of the vessel by crane, in the morning of each day of dive survey operations. The dive gear will then be loaded aboard the dive skiffs and the divers will board the skiffs and travel to the first dive site location. The dive site locations are pre-determined and will be loaded onto the vessel's navigation computer. The bridge will be notified by



the divers, via VHF radio, when arriving at a dive site and when moving to a new dive site. Appropriate dive flags will be flown while dive activities are carried out. The Giant Red Sea Cucumber Data Collection Survey Protocol (Annex A1) will be followed by Science crew during dive survey operations. At the end of daily dive operations, the dive skiffs will return to the vessel, divers and dive equipment will be unloaded while the dive skiffs are at the side of the vessel, and then the crew of the vessel will crane the skiffs back onto their cradles and secure the skiffs in place. In the evenings, the vessel crew will refill all used SCUBA tanks using the vessel's CSA Z275.2-15 air-tested compressor and refuel both dive skiffs fuel tanks. The Science crew will check, download and archive data and process biosamples.

During daily dive operations, the vessel is required to maintain radio watch on VHF Channel 16 and a working channel (eg. 82A). At all times, the vessel should maintain a position so that response time from the vessel to the dive skiffs via the RHIB is less than 20 minutes. In the event of an injured diver, standard diver rescue protocols will be used to recover the diver to the skiff. The emergency response system will be activated by VHF radio to the vessel, and arrangements for evacuation will be initiated by the vessel Captain.

Deliverables and Acceptance Criteria:

Upon completion of each survey, all completed data sheets will be provided to Shellfish Data Unit, Pacific Biological Station, 3190 Hammond Bay Road, Nanaimo, BC, V9T 6N7.

Payment to the Contractor shall be made upon submission of an invoice following the completion of each survey.

Constraints:

Based on previous surveys it is anticipated that number of vessel charter days required will be approximately 15 in Year 1, 30 day in Option Year 1, and 23 days in Option Year 2. These number of days are just estimates, the actual number of days required to complete the survey is dependent on a number of factors including the size of the survey area, tides, weather, equipment failures and mechanical breakdowns.

Support Provided by Canada and the Haida Fisheries Program:

The vessel will start each survey with a full fuel tank. During and at the end of each survey, DFO will purchase the fuel to re-fill the fuel tank to full, using a call-up against the Canadian Coast Guard's marine fuel standing offer from an approved supplier.

DFO and/or HFP staff crew will also provide:

2 approximately 23 foot dive skiffs, both equipped with sounder, GPS plotter, radar, VHF radio and EPIRB, and 2 cradles

5-10 full drums of fuel for re-filling the dive skiffs during dive survey operations

their own personal dive gear (dry suit, hood, thermal undergarments, mask, buoyancy compensation device, regulator, octopus (i.e., second regulator) pressure gauge, dive computer, weight belt or harness, fins)

their own personal flotation devices (PFDs).

24-32 SCUBA tanks

blank datasheets

leadline, floats and cannon balls

four sea cucumber survey poles and clip boards

underwater pencils

scale for weighing biosamples



ANNEX “A1” GIANT RED SEA CUCUMBER SURVEY DATA COLLECTION PROTOCOL

Giant Red Sea Cucumber Surveys, as described by Duprey et al. (2011), are used to assess the densities, mean weights, and biomass of sea cucumbers (*Apostichopus californicus*) for stock assessment purposes. These Open Survey methods have undergone a few updates which are described in detail in Bazinet et al. (in prep).

Surveying

Each Giant Red Sa Cucumber Survey was planned and conducted using the same methods, despite being carried out separately. Using ArcGIS 10.2, the total shoreline length of each PFM subarea is measured with the *cucland.shp* dataset projected in BC Albers. These shoreline lengths allow transect locations to be placed systematically along every 2 km of the shoreline.

Once the planned transect position has been reached, the shallow end of the transect line, attached to a 5 pound cannonball, is thrown from the boat to as close to shore as possible. The leadline is then deployed perpendicular to the shore from zero to 15.2 m gauge depth. The deep end of the transect is clipped off to a weighted buoy. Occasionally, environmental hazards (e.g., exposed areas, tidal rapids, lagoons) require that transects be moved slightly from their planned location, but should not be moved outside of the assigned PMA subarea. As well, sometimes it is not possible to reach 15.2 m gauge depth as shallow channels may not be that deep, in this instance, surveying from halfway across the channel is sufficient, as long as this change is noted.

Transect leadlines are pre-marked at 5 m intervals using zap-straps and coloured electrical tape to delimit the strip quadrats. For each transect, two SCUBA divers (designated left and right diver) descend the buoy line and locate the zap-strap closest to 15.2 m depth and survey along the leadline from this depth to the shallow end of the transect. Each diver has a 2 m pole held perpendicular to the leadline with an attached datasheet. Divers swim on either side of the leadline and count and record all sea cucumbers within each 5 x 4 m strip quadrat (corresponding to the area within 2 m of either side of the leadline from one zap-strap to the next). Sea cucumbers are considered to be inside the quadrat and are counted if more than half of the body is within the quadrat, or if the anterior end is exactly halfway in. Sea cucumbers straddling the transect line are counted by the left diver only. The following information is also recorded within each quadrat: the number of adult and juvenile *A. californicus* (juveniles are arbitrarily defined as being smaller than the size of a divers' pencil, < 15 cm), up to three dominant substrate types and two dominant algae types, the percentage of the quadrat that is covered with algae, and the depth of each quadrat. Relative abundance estimates are also recorded on the dive for four species of interest: Geoducks (*Panopea generosa*), Green Sea Urchins (*Strongylocentrotus droebachiensis*), Red Sea Urchins (*Mesocentrotus franciscanus*) and Northern Abalone (*Haliotis kamtschatkana*). Each transect is designated as having either None (0), Few (1-10), Many (11-100) or Abundant (100+) animals, based on diver observations of a site, regardless of the distance of those animals from the transect line.

Biosampling

Since underwater measurements of sea cucumber weight are not possible and length measurements are not correlated with animal weight, numerous small samples of sea cucumbers are collected to determine the average weight and weight-frequency distribution of the population within each PMA subarea. At the time of survey planning, a subset of transects are randomly selected for biosampling; one transect is randomly selected from every 10 transects in a subarea or for every 10 transects within a group of subareas being analyzed together. For example, if a subarea contained 40 transects, one biosample transect is randomly allocated to transect numbers 1-10, one to 11-20, one to 21-30, and one to 31-40 (not 4 biosamples randomly assigned to transects 1-40). This prevents random clustering of biosample transects and ensures weights are representative of the entire subarea since transects are placed systematically along the shoreline.

Divers complete the density survey first before handpicking the first 25 sea cucumbers (excluding juveniles) they observe from along the transect line and surrounding area up to a maximum depth of 15.2 m. When no sea cucumbers are present on a predetermined biosample transect, divers attempt to collect the biosample on a subsequent transect within the same subarea. Following collection, the animals are brought on-board, are longitudinally split, have their internal viscera removed, are left to drain, and are individually weighed to the nearest gram, resulting in individual split weights.



References

- Bazinet, A.C., Garner, G.D., and Hansen, S.C. *In prep.* Biomass estimates for Sea Cucumber (*Apostichopus californicus*) as determined through surveys conducted 2014 to 2020. Can. Manuscr. Rep. Fish. Aquat. Sci. nnn: xii + 87.
- Duprey, N.M.T., Hand, C.M., Lochhead, J., and Hajas, W. 2011. Assessment framework for sea cucumber (*Parastichopus californicus*) in British Columbia. DFO Can. Sci. Advis. Sec. Res. Doc. 2010/105. vi + 38.



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 ****WITHOUT COST OF FUEL****

Estimated days per year: total number of days per year that the vessel will be required, including mobilization, demobilization, days travelling to/from survey locations, during dive survey operations, safety drills, weather days, and equipment maintenance days. The number provided is just an estimate. The actual number of days required to complete the survey is dependent on a number of factors including the size of the survey area, tides, weather, equipment failures and mechanical breakdowns.

Vessel Mob/Demob Rate: vessel daily rate, for 1 day mobilization and 1 day demobilization of Science equipment and personnel, as well as loading vessel crew equipment and personnel, fuel, water and stores.

Vessel Day Rate: vessel daily rate

Food and board for Science Crew: breakfast, lunch and dinner, and board, for eight Science crew for all days (mobilization, demobilization, days travelling to/from survey locations, during dive survey operations, safety drills, weather days, and equipment maintenance days).

FUEL – Fuel will be paid for by DFO using our current Canadian Coast Guard Standing Offer. The vessel will start each survey with a full fuel tank. During and at the end of each survey, DFO will purchase the fuel to re-fill the fuel tank to full, using a call-up against the Canadian Coast Guard’s marine fuel standing offer from an approved supplier.

Contract Period	ESTIMATED Survey Days Per Year	Vessel Mob/Demob Rate	Vessel Day Rate WITHOUT COST OF FUEL	Food and board Day Rate for 8 Science Crew	ESTIMATED Total
Initial Contract Year Feb 1, 2023 to March 31, 2023	15	\$ (X 2 days)	\$ (X 13 days)	\$ (X 15 days)	\$
Option Year 1 April 1, 2023 to March 31, 2024	30 (two 15 day surveys)	\$ (X 4 days)	\$ (X 26 days)	\$ (X 30 days)	\$
Option Year 2 April 1, 2024 to March 31, 2025	23	\$ (X 2 days)	\$ (X 21 days)	\$ (X 23 days)	\$
ESTIMATED TOTAL (excluding tax)					



ANNEX "C" MARINE LIABILITY INSURANCE

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by _____ (*insert department*) 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.



ANNEX "D" DECLARATION FORM

1. Contact Information

Name of Bidder	
Name of Bidder's Representative	
Address	
Telephone	
Fax	
E-mail	

2. Vessel Information

Legally Incorporated Vessel Name	
Vessel Location	
Statement of Ownership (Canadian or foreign)	

Name of Registered Vessel Owner(s)	Address	Telephone	E-mail

3. Vessel Description

Year constructed	
Length (m or ft)	
Beam (m or ft)	
Draft (m or ft)	
Gross Tonnage	
Engine Horsepower	
Cruising Speed	



Number of crew (include Captain)	
Launch type and size	

4. Basic vessel requirements: Include a detailed deck and work area diagram.

List the type of activities conducted by the vessel in the 12 months prior to January 1, 2023.	
Vessel Endurance (days at sea prior to refuelling/ re-provisioning).	
Water-making capability (yes/no)	
Crane system with at least 2250 kgs capacity (yes/no)	
Deck space for two ~ 23 foot dive skiffs on their cradles (yes/no).	

5. Vessel Accommodations: Include a detailed accommodations area diagram

Number and location of science staff bunks	
Number and location of bunks for Captain and vessel crew	
Number of heads (toilets) and locations	
Number of showers and locations	
Functioning washer and dryer (yes/no)	

6. Safety and Lifesaving Equipment

Date of latest Transport Canada Vessel Inspection (Canada Steamship Inspection). Include a copy of the most recent inspection certificate.	
--	--

7. Vessel's recent activities

List the vessel's activities in British Columbia from January 1, 2020 to present (Include a general location on BC coast and brief description of activity)	
---	--



8. Vessel Crew

Include the number of years at-sea crew experience, nature of experience, and special qualifications such as first aid training. Also indicate each crew's role such as deck boss, bosun, engineer, cook etc. Add/remove rows as required. If there is more information, please include it on a separate sheet of paper.

Additional crew	Name	Experience / special qualifications / role
Crew 1		
Crew 2		
Crew 3		
Crew 4		
Crew 5		
.....		



ANNEX “E” EVALUATION CRITERIA

MANDATORY REQUIREMENTS TO BE SUBMITTED WITH YOUR BID:

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.

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed chartered vessel does not meet the specified requirements as described in the Statement of Work.

Information provided by the bidder will be used to assess the mandatory criteria. Bids will be evaluated based on the information provided in the proposal.

Your tender submission MUST clearly demonstrate that you meet the following mandatory requirements. Failure to do so will result in disqualification of your tender submission. Bidder should indicate where in the proposal the information can be found.

No.	Mandatory Technical Evaluation Criteria	X-ref Bid Proposal page
1	The bidder must include a completed copy of the Bidder’s Declaration Form with their proposal (Annex C).	
2	The bidder must include copies of the current and valid Transport Canada Vessel Inspection Certificate.	
3	The bidders proposal must demonstrate that the vessel has a crane capable of lifting at least 2250 kgs for launching and retrieving ~23 foot dive skiffs on and off the vessel during dive and safety drill operations.	
4	<p>The bidder’s proposal must provide a detailed deck and work area diagram and demonstrate that the vessel meets all the following:</p> <ul style="list-style-type: none"> a) deck space and ability to secure two ~23 foot dive skiffs on their cradles b) deck space and ability to secure up to 10 drums of fuel c) deck space for storage of up to 32 SCUBA tanks d) a covered, enclosed location with the space to hang up to 16 dry suits e) a dry work area with at least two 120 VAC power receptacles for powering of DFO- and HFP-supplied computers and peripherals f) a safe, work area for weighing biological samples. The area must include a work surface where science staff can secure a battery powered electronic balance and other sampling equipment as provided by DFO and/or HFP. g) a freshwater hose for cleaning diving and biological sampling equipment at the end of each day 	
5	<p>The bidders proposal must demonstrate that the vessel meets all the following equipment requirements:</p> <ul style="list-style-type: none"> a. RHIB or other small vessel for emergency response b. CSA Z275.2-15 air-tested compressor c. Radar d. Depth sounder 	



	<ul style="list-style-type: none">e. Compassf. Marine VHF radiog. Satellite communication systemh. Internet capabilitiesi. EPIRB/personal locator beaconj. GPS Navigational Aidk. First Aid supplies <p>The bidder must provide proof with their bid by including pictures, certificates, or schematics (including the most recent CSA Z275.2-15 air test for the compressor).</p>	
6	<p>The bidder's proposal must demonstrate that the vessel meets the following requirement:</p> <ul style="list-style-type: none">• Fuel and potable fresh water minimum 10 day at-sea capability	
7	<p>The bidders proposal must demonstrate that the vessel accommodations meet the following criteria:</p> <ol style="list-style-type: none">1. sufficient clean and sanitary accommodations for the vessel crew and eight science staff.2. at least 2 functioning marine heads and at least 1 functioning shower that can be used in privacy. <p>The bidder must provide proof with their bid by including pictures, certificates, or schematics.</p>	
8	<p>The bidder's proposal must demonstrate that the Captain has at least 5 years' experience as Captain of a vessel at least 27.4 m (90 ft) in length, in the marine waters of British Columbia.</p>	



**ANNEX “F” 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 period 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 render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. 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 [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. 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.

OR

- 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.

B. 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)