



**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  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

**Email / Courriel :** [DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title / Titre</b> LL733 Feasibility Study		<b>Date</b> February 1, 2023
<b>Solicitation No. / N° de l'invitation</b> 30003519		
<b>Client Reference No. / No. de référence du client(e)</b> 30003519		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 :00 EST (Eastern Standard Time / HNE (Heure Normale de l'Est)) <b>On / le :</b> February 24, 2023		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> John Gordon <b>Email / Courriel:</b> <a href="mailto:john.gordon@dfo-mpo.gc.ca">john.gordon@dfo-mpo.gc.ca</a> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **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 Article 6.2 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.



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## 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 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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



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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.



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## **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 Annex B – Basis of Payment, for the provision of the services described in the Annex A - Statement of Work, .

#### **Section III: Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to ANNEX C – Mandatory Technical Criteria

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

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](http://www.esdc.gc.ca/employment-social-development) 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.



**5.2.3 Additional Certifications Precedent to Contract Award**

**5.2.3.1 Status and Availability of Resources**

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

**5.2.3.2 Education and Experience**

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

**5.2.3.3 List of Names for Integrity Verification Form**

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

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is: ( *to be inserted at Contract award* )

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

**5.2.3.5 Supplementary Contractor Information**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

d) For corporations, the BN, or if this is not available, the GST/HST number. If there



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is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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**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"

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Signature

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Print Name of Signatory

**5.2.4 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the



Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



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

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

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Signature

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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](#)



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## 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** The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

**6.1.1.1** The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.

**6.1.1.2** The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.

**6.1.1.3** The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).

**6.1.1.4** Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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 (2022-12-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.2.1** Subsection 10 of 2010B (2022-12-01) General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca). The Contractor must submit invoices for



each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 6.3.2 Supplemental General Conditions

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 1, 2023.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: John Gordon  
Title: Senior Contracting Officer



Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 200 Kent Street  
Ottawa, Ontario, K1A 0E6  
Telephone: 403-809-9785  
E-mail address: [john.gordon@dfo-mpo.gc.ca](mailto:john.gordon@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: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

**6.7 Payment**

**6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex B – Basis of**



**Payment**, for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included, and Applicable Taxes are extra.

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

## **6.7.2 Methods of Payment**

### **6.7.2.1 Single Payments**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **6.7.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

## **6.8 Invoicing Instructions**

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) and provides the required information as stated in subsection 6.8.1 above.

## **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 SACC Manual Clauses**



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SACC Manual clause [A3015C](#) ( 2014-06-26 ), Certification - 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 **Ontario**.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Technical Requirements
- (f) the Contractor's bid dated – (TBD)

## 6.12 Insurance - G1005C - (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.13 Dispute Resolution

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

## 6.14 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

### **Feasibility Study – LL733 Squirrel Island Rear Range – Aid to Navigation (AtoN) Tower**

#### **1. Purpose:**

Canadian Coast Guard (CCG) has a requirement for an feasibility study of the LL733 Squirrel Island Rear Range Aid to Navigation site. The Squirrel Island Rear Range tower has been in a state of disrepair for several years (specific duration unknown) and the tower is nearing a point of failure. CCG is requesting to have a third party engineering firm complete a desktop feasibility assessment. The main purpose of the study is to provide DFO with information and an estimated cost difference of each option listed in the Scope of Work in order to make a more informed decision moving forward.

#### **2. Scope of work:**

The Contractor must provide professional Engineering Services as follows:

- 1 The Contractor must provide a desktop study of the existing structure and area;
- 2 The Contractor must provide a detailed engineering report that includes a Class D<sup>1</sup> cost estimate for each the following three options. The goal of the report is to compare and contrast the cost of each option, including an estimate allocated to each component of the following options:

#### **Option 1: Tower Replacement in Existing Location:**

- a. Existing tower and foundation removal (Appendix B, Figures 2,3,4 and 5);
- b. Existing walkway removal (Appendix B, Figure 5);
- c. Design and construction of new foundation;
- d. New 80' tower installation (Tower must match style of CCG provided example in Appendix C, Figure 8);
- e. Contaminated soil remediation plan (All previously collected geotechnical information as per Appendix E, Figure 1);
- f. Walkway design from helipad to tower location;
- g. Temporary access road design from existing road to the tower (per Appendix C, Figure 6);
- h. Existing road repair or upgrade for construction access purposes (per Appendix C, Figure 6);

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<sup>1</sup> <https://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/conn-know/couts-cost/definition-eng.html>



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## Option 2: Tower Replacement in New Location:

- a. Existing tower, foundation and walkway removal;
- b. Contaminated soil remediation plan (All previously collected geotechnical information as per Appendix E, Figure 1);
- c. Temporary access road design from existing road to the tower;
- d. Foundation design for new site location (per Appendix C, Figure 7). Foundation to be suitable for 95' tower;
- e. New 95' tower installation at new site location (Tower must match style of CCG provided example in Appendix C, Figure 9);
- f. Design for granular surface and access driveway at new site c/w culvert at driveway entrance;
- g. Existing road repair or upgrade for construction access purposes (per Appendix C, Figure 6);

## Option 3: New in-water Tower Installation:

- a. New in-water foundation designs;
  - b. New tower installations (tower must match style of CCG provided 30' and 40' examples in Appendix C, Figure 10 and Figure 11) on new foundations;
  - c. Existing tower, foundation and walkway removal;
  - d. Contaminated soil remediation plan (All previously collected geotechnical information as per Appendix E, Figure 1);
  - e. Temporary access road design from existing road to the tower (per Appendix C, Figure 6).
- 3 The Contractor must provide any necessary conceptual drawings that illustrate the design used to support the estimate (i.e. foundation design, pier design, road upgrades).

### 3. Site Location

1. The Squirrel Island Rear Range Tower is located South of Bush Marsh Road and East of Williams Road on Squirrel Island in Walpole Island First Nation. Coordinates of the tower are as follows:

Latitude: 42° 33' 26.5" N

Longitude: 82° 34' 15.8" W

Location is identified in Appendix A – Site Location.

### 4. Health and Safety

The Contractor must apply all consideration of the following documents in preparation of the detailed engineering report:

- 1 Canada Labour Code Part II – January 2008;
- 2 Ontario Occupational Health and Safety Act and Regulations;
- 3 Contractor/Consultant's Corporate Safety Policy.



## 5. Technical Requirements

- 1 The Contractor must perform a desktop study to determine the design requirements.
- 2 The Contractor must provide a detailed engineering report to cover each option as described in section 2 of this Statement of Work.
- 3 The Contractor must review the existing structures through the provided pictures; their surrounding sites using satellite map application; any geologic information available about the area using the provided geotechnical reports, included in Appendix E; as well as the tower drawings provided in Appendix C.
- 4 The Contractor must review the existing access roads (Bush Marsh Road and Squirrel Island Road) either through a desktop review using a satellite map application or if deemed necessary a site visit, to determine if there is necessary upgrades or repairs to the roads in order to support construction traffic.
- 5 In the engineering report, the Contractor must include, the following elements, for each of the three options described at section 2 of this Statement of Work, including a Class D cost estimate for each element:
  - a. Removal plan. The Contractor is to review the existing site as per CCG provided documentation in order to detail a removal plan for the existing rear range tower, walkway, and foundation;
  - b. Contaminated soil remediation plan for both the existing tower site and new tower site as per option 1 or option 2 and per the geotechnical information provided by CCG;
  - c. Conceptual foundation design for existing location. In conjunction with the geotechnical information and tower loading that will be provided by CCG, the consultant is to design a foundation to support the new tower as per CCG specifications;
  - d. Conceptual 95' tower design for new tower location. Cost estimate must include design and fabrication of tower.
  - e. Conceptual foundation design for new tower location. In conjunction with the geotechnical information and CCG provided tower drawings, the consultant is to develop a conceptual foundation design to support the new 95' tower;
  - f. Tower installation plan for existing and new sites as per CCG provided tower drawings and 95' tower design;
  - g. Temporary access road design from existing Bush Marsh Road through to the existing tower site. In conjunction with the geotechnical information that will be provided by CCG, the consultant is to design a temporary road suitable for all construction traffic. Cost estimate should include both the installation as well as the removal of the road;
  - h. Existing road review and upgrade design. The Contractor is to perform a review (desktop or site visit if deemed necessary) of the existing Bush Marsh Road and Squirrel Island Road. Based on review, a recommendation and



- design specifications for a road upgrade (if necessary) to withstand construction traffic;
- i. Off-shore pier design for new in-water installations. In conjunction with the CCG provided approximate water depth and tower drawings (30' and 40'), consultant to develop an appropriate pier design to support new towers.

The detailed engineering report must include any necessary conceptual drawings for all of the above deliverables.

Drawings must include:

- a. All necessary dimensions;
- b. All necessary materials specifications;
- c. All relevant construction methods/practices;
- d. Suggested Quality Assurance / Quality Control checks.

## **6. Project Deliverables**

The Contractor must submit the results of their study in report format, bearing the seal of a professional engineer.

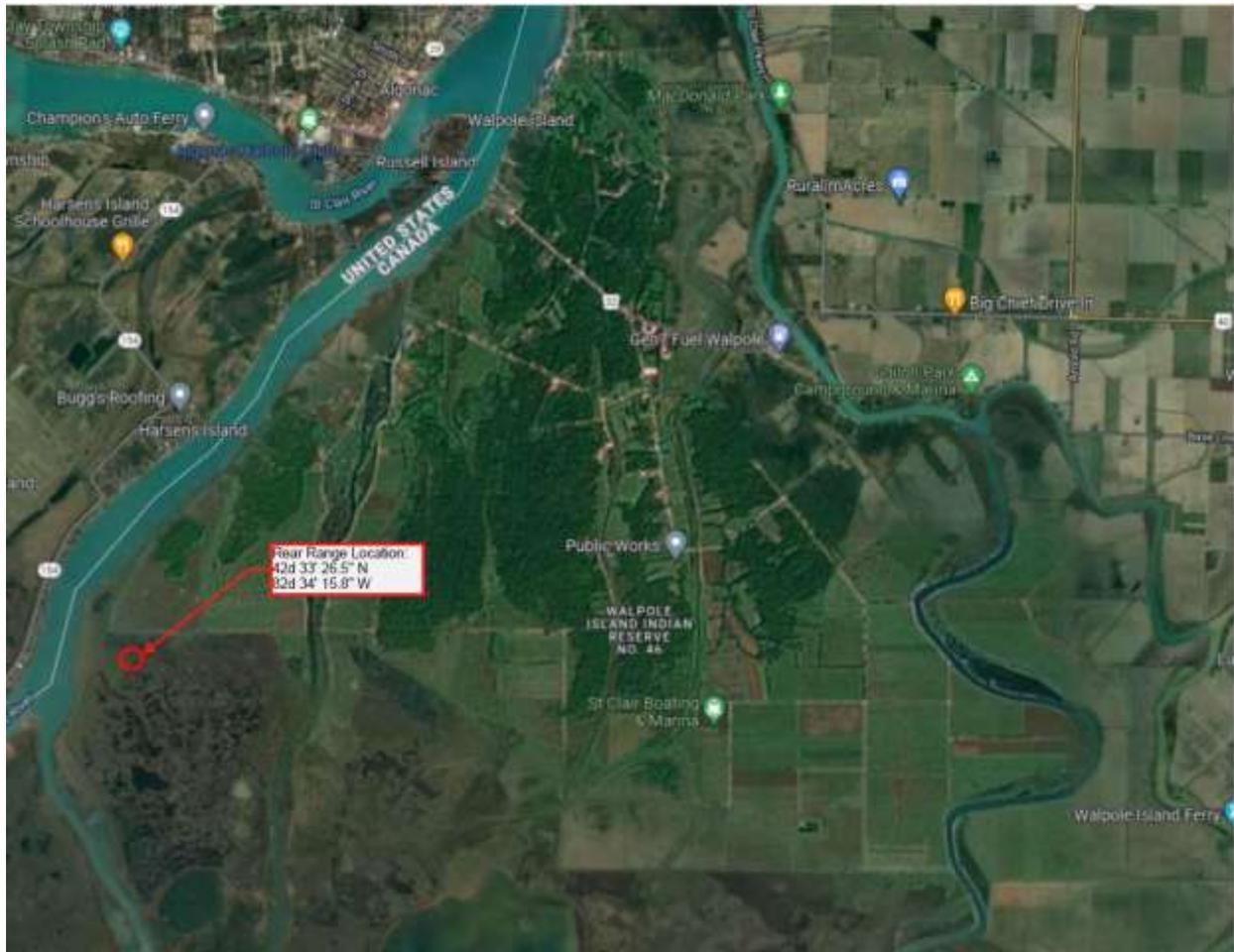
All of the options laid out in section 2 of this Statement of Work, including the Technical Requirements, must have all necessary project specifications and conceptual drawings that are needed to support a Class D estimate for each option.

## **7. Schedule**

All project deliverables must be received no later than **September 1<sup>st</sup>, 2023.**



**APPENDIX A – SITE LOCATION**



**Figure 1: LL733 Squirrel Island Rear Range Tower**



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**APPENDIX B – Tower**



**Figure 2 – Squirrel Island Rear Range photo of tower.**



**Figure 3 – Squirrel Island Rear Range site photo**



**Figure 4 – Example of existing concrete foundation.**



**Figure 5 – Example of existing walkway.**



### APPENDIX C – Existing Road



Figure 6 – Extents of existing road subject to road upgrade and location of proposed temporary access road.



**Figure 7 – Proposed location of new rear range tower site.**



**APPENDIX C – Documents Below Provided as Separate Attachments:**

- **Figure 8 – ( 80` Quebec Tower )**
- **Figure 9 – ( 95` Tower )**
- **Figure 10 – ( 30` Quebec Tower )**
- **Figure 11 – ( 40` Quebec Tower )**



**APPENDIX D – Water Depth**



**Figure 5 – Approximate Water Depths, Squirrel Island. Values are in meters.**



**APPENDIX E – Document Below Provided as Separate Attachments:**

- **Figure 1 – ( Geotech Report )**



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**ANNEX B**  
**BASIS of PAYMENT**

The bidder must complete the pricing table below.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the total bid amount indicated below. Customs duties are excluded and Applicable Taxes are extra.

“**LS-Cost**” - is referred to as the Lump Sum price.

Item	Details	LS-Cost
1	Engineering Study Report including Class D Estimates	\$
	TOTAL (Excluding Taxes)	\$



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**ANNEX C**  
**Mandatory Evaluation Criteria**

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.

<b>No.</b>	<b>Mandatory Evaluation Criteria</b>	<b>Meets Criteria (Y/N)</b>	<b>Proposal Page no.</b>
<b>M1</b>	The bidder must provide one or more Proposed Resource(s)* to complete the work. Curricula vitae (CV) must be provided for each Proposed Resource who will be working on the project.		
<b>M2</b>	The Proposed Resource(s) must have an Engineering Degree.  Proof of education such as a scan of the degree(s) must be provided with the proposal for verification purposes.		

\*The Proposed Resource = The person who is proposed to be performing the Work