



**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 :

[DFO.Tenders-Soumissions.MPO@dfo-
mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca)

and: Cal.laking@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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 Salish Sea Plankton Survey - Multi-Day Vessel Charter		Date October 20th, 2023
Solicitation No. / N° de l'invitation 30004493		
Client Reference No. / No. de référence du client(e) 30004493		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : November 6th, 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 : Cal LaKing – Senior Contracting Officer Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under 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.

1.4 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.5 Procurement Strategy for Indigenous Business

1.5.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



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>) 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 (2023-06-08) 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 seven (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.

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.



3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The bidder must provide an all-inclusive fixed hourly rate to carry out the work under this project.

Estimated Fuel consumption for all contract periods will be included in the financial evaluation - See "Propulsion and Power Fuel Use Estimation and Costs" below. In the contract, fuel will be paid as a direct expense.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Initial period: Award to September 30th, 2024

Description	Estimated level of effort per survey	Estimated total level of effort	Fixed hourly rate	Total price (estimated total level of effort x fixed hourly rate)
March Survey - Vessel charter services. To include mobilization, demobilization and time at sea.	60 hours	120 hours	\$ _____	\$ _____ (A) Initial period vessel evaluated price (excluding fuel)
OPTIONAL WORK August Survey - Vessel charter services. To include mobilization, demobilization and time at sea.	60 hours			



Option period one (1): October 1st, 2024 – September 30th, 2025

Description	Estimated level of effort per survey	Estimated total level of effort	Fixed hourly rate	Total price (estimated total level of effort x fixed hourly rate)
March Survey - Vessel charter services. To include mobilization, demobilization and time at sea.	60 hours	120 hours	\$ _____	\$ _____ (B) Option period one (1) vessel evaluated price (excluding fuel)
OPTIONAL WORK August Survey - Vessel charter services. To include mobilization, demobilization and time at sea. *to be paid at the same rate as the August survey in the same contract period.	60 hours			

Option period two (2) October 1st, 2025 – September 30th, 2026

Description	Estimated level of effort per survey	Estimated total level of effort	Fixed hourly rate	Total price (estimated total level of effort x fixed hourly rate)
March Survey - Vessel charter services. To include mobilization, demobilization and time at sea.	60 hours	120 hours	\$ _____	\$ _____ (C) Option period two (2) vessel evaluated price (excluding fuel)
OPTIONAL WORK August Survey - Vessel charter services. To include mobilization, demobilization and time at sea. *to be paid at the same rate as the August survey in the same contract period.	60 hours			



Propulsion and Power Fuel Use Estimation and Costs

Propulsion and power fuel costs associated with required mission operations provided in the statement of work (Annex "A") shall be paid as a separate direct cost.

For evaluation purposes, the bidder must provide an estimate of average fuel consumption as an hourly amount (l/hr) and total amounts taking into consideration the requirements of the vessel for shore side and at-sea operations.

The bidder must provide estimations of fuel consumption in table 2 below.

Table 1 is provided as an example.

Table 1 – EXAMPLE –

Estimated propulsion and power fuel usage and cost breakdown for bid submission.

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr) (Bidder must complete)	Total Fuel (**L) (d) = (b) x (c) (Bidder must complete)	Total Fuel Cost (e) = (a) x (d) (Bidder must complete)
Shore side usage	\$4 per liter	250	30 l/hr	7500 L	\$30,000.00
At sea usage		180	110 l/hr	19 800 L	\$79,200.00
Total evaluated fuel cost					\$109,200.00

*l/hr = liters per hour

**L = liters



Table 2 – Propulsion and power fuel usage estimation.

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr) (Bidder must complete)	Total Fuel (**L) (d) = (b) x (c) (Bidder must complete)	Total Fuel Cost (e) = (a) x (d) (Bidder must complete)
Shore side usage	\$3.00	100 hours	_____ l/hr	_____ L	\$ _____
At sea usage		360 hours	_____ l/hr	_____ L	\$ _____
(D) Total evaluated fuel cost					\$ _____

*l/hr = liters per hour

**L = liters

Evaluated Price	
Initial period vessel evaluated price (excluding fuel)	\$ _____ (A)
Option period one (1) vessel evaluated price (excluding fuel)	\$ _____ (B)
Option period two (2) vessel evaluated price (excluding fuel)	\$ _____ (C)
Total evaluated fuel cost	\$ _____ (D)
Total all-inclusive evaluated price	\$ _____ = (A) + (B) + (C) + (D)
All prices do not include any applicable tax	



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D"

4.1.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria



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.

5.1.2 Conditional Set-aside for Indigenous Business

Bidders must complete Attachment 2 to Part 5 if they are an Indigenous Company and wish to be considered for a Procurement Set-aside.

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.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

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

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

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

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

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

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



5.2.3.6 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.

"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"

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](#)



ATTACHMENT 2 TO PART 5

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

() The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

() The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.

1.4 The Bidder must check the applicable box below:

() The Indigenous business has fewer than six full-time employees.

OR

() The Indigenous business has six or more full-time employees.

2. Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:

- i. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".
- ii. I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature

Date



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 (2022-12-01), 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 (2013-03-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: **(to be inserted at contract award)**. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30th, 2024

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 periods 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 ten (10) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cal LaKing
Title: Senior Contracting Officer
Address: 301 Bishop Drive Fredericton, NB E3C 2M6
Telephone: 506-478-3581
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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



6.5.2 Project Authority (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

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

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

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

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex "B", to a limitation of expenditure of \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Fuel Direct Expenses

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated cost: \$ _____ (to be inserted at contract award)



6.7.2 Limitation of expenditure

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

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

SACC Manual Clause [H1008C](#) (2008-05-12), monthly payment

6.7.4 Electronic Payment of Invoices – Contract

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

- Acquisition Card;
- 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
 - DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
 - Project Authority (to be inserted at contract award).
 - AP Coder (to be inserted at contract award).

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.9.2 SACC Manual Clauses

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 New Brunswick.

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 - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance conditions
- (f) the Contractor's bid dated _____ (to be inserted at contract award)

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 [A8501C](#) (2014-06-26), Vessel Charter Contract

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



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.

6.16 Licensing

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



ANNEX "A" - STATEMENT OF WORK

TITLE: Salish Sea Plankton Survey - Multi-Day Vessel Charter

1. OBJECTIVE

The Contractor must provide a safe and appropriate vessel with a crane and/or A-frame and winch as well as competent, experienced, and physically fit crew to conduct biological (through vertical plankton hauls) and physical oceanographic (through CTD and water sampling) monitoring up to 30 stations throughout the Strait of Georgia (SoG). This includes retrieving and deploying up to 30 plankton net (BONGO or SCOR net) casts; perform conductivity, temperature, and depth (CTD) casts in the Salish Sea; and collect water samples using Niskin bottles (or mini-Rosette system) at select depths for various chemical or biological measurements.

The Contractor also must provide accommodation and work space for a minimum of two (2) science crew to perform this work. Up to 30 oceanographic stations will be visited in waters around the east coast of Vancouver Island, Strait of Georgia, from Sidney BC (including Haro Strait) in the south up to Comox in the north.

2. BACKGROUND

Zooplankton are the basis of the food web for juvenile salmon and are the direct connection between environmental factors and salmon survival and growth. Our project provides a comprehensive phyto- and zooplankton monitoring program to identify the seasonal status and trends of the species composition, biomass and abundance of these animals in the Strait of Georgia. We also collect samples to estimate primary and secondary production rates, which describes how energy flows through the food web and provides direct measurements for informing and validating ecosystem models.

Other samples are collected for topical issues such as ocean acidification, food web studies (stable isotopes and fatty acids), DNA, and phytoplankton community dynamics such as harmful algal blooms. University scientists and students often accompany this mission, providing support for DFO priorities while accomplishing their own work. Analyses are provided annually to DFO State of the Pacific Ocean.

The SoG Plankton survey supplements larger DFO field programs that survey the Salish Sea. This Plankton survey fills the need for a late summer and following spring sampling when there are no DFO vessels available.

3. REQUIREMENT

The Contractor must ensure that all science crew and vessel crew onboard the vessel are familiarised with all the emergency health and safety procedures and location of all emergency equipment at the time of boarding. Procedures and equipment must at least meet if not exceed Transport Canada regulations.

The Captain must orientate all science crew to the location of vessel documentation, and signs/notices pertaining to emergency or health and safety protocols. The vessel must have accommodation and crew quarters separate to work areas.

4.1 TASKS

- 4.1.1 The Contractor must provide vessel charter services for up to 5 days in March with the option of up to 5 days in August.



- 4.1.2 The Contractor must assist science staff in loading and unloading of scientific equipment, supplies, and samples.
- 4.1.3 All vessel crew must be respectful and professional.
- 4.1.4 The Contractor must operate all vessel equipment and provide enough vessel crew to do so. E.g. Using crane and winch to deploy and retrieve oceanographic equipment.
- 4.1.5 All crew members must meet or exceed Transport Canada regulated certification standards to captain or crew the vessel. Crew members must be willing to assist the science crew as and when it is needed. Vessel crew must be capable of working outside in inclement weather for extended periods and to be able to lift and carry 50 lbs.

5.2 TIMEFRAME AND DELIVERY DATES

Fieldwork is expected to be conducted each year of the contract in March and will take up to 5 days each survey with an option for an additional survey in August. Exact dates are to be determined, but ideal window for March is within a two week period at the end of March (18-30th), and ideal window for August is within a three week period mid-August (5-24 August). Fieldwork must be completed by end of March each year of the contract. The schedule will be determined after discussion with the vessel captain and looking at weather/sea state forecasts. Daily meetings between Captain and Chief Scientist will be conducted to discuss daily activities.

It is anticipated that charter services will be required for 12 hours per day and the vessel is to anchor or tie up overnight. The specific route and schedule will be determined upon award but may follow the potential schedules below:

Full survey (5 day)

Day 1 – Vessel transits to Patricia Bay, BC and loads equipment and scientific personnel at the Institute of Ocean Sciences (IOS, Sidney, BC). Survey commences in Gulf Islands and Haro Strait.

Day 2 – Survey stations in Central Strait of Georgia, between Vancouver and Nanaimo area.

Day 3 – Survey stations north of Nanaimo, into Baynes Sound area and west of Texada Island.

Day 4 – Survey stations in Malaspina Strait and Halibut bank areas. Transit to IOS - Sidney, BC.

Day 5 – Offload equipment and personnel and vessel transits to home port.

Reduced Survey (4 day)

Day 1 – Vessel transits to Patricia Bay (Sidney, BC) and loads equipment and scientific personnel from IOS. Survey commences in Gulf Islands and Haro Strait.

Day 2 – Survey stations in Central Strait of Georgia, between Vancouver and Nanaimo area.

Day 3 – Complete stations in Central SoG. Transit to Sidney, BC.

Day 4 – Offload equipment and personnel at IOS and vessel transits to home port.

Other potential approaches could be discussed i.e, Vessel charters could be shorter than 4-5 days depending on how many stations can be visited in a day (plus transit time) the weather, and contract value.



The Contractor must be prepared to be working on location for the duration of the work period.

5.3 CONSTRAINTS

Equipment will still need to be offloaded and reloaded between trips from the Institute of Ocean Sciences (IOS).

5.4 VESSEL AND CREW REQUIREMENTS

BASIC VESSEL REQUIREMENTS

- 5.4.1 The vessel must have sufficient fuel and provision capacity to conduct the full survey without resupply, ie at least 6 days of continuous operations without requiring re-fueling or re-provisioning. Operational day length varies up to 12 hours per day.
- 5.4.2 A potable water system must be in place, and have sufficient capacity for the planned work period. Water availability onboard must be sufficient for all catering and husbandry needs, as well as an on-deck supply to clean and rinse scientific equipment.
- 5.4.3 The Contractor must load vessel supplies prior to vessel charter.
- 5.4.4 The vessel must be mechanically sound in all respects, seaworthy, and suitably equipped for safely working in Strait of Georgia, Boundary Pass, and Haro Strait in adverse conditions, i.e. being stable without too much rolling in 3-5 ft seas and wind speed of 15 knots.
- 5.4.5 The vessel must be greater than or equal to 16.8 m (55 ft) in length.
- 5.4.6 The vessel must have a maximum freeboard height of 2 m (6.6 ft).
- 5.4.7 The vessel must have a minimum of 3 m x 4.5 m (10 ft x 15 ft) deck space for safe equipment storage (not necessarily all in one area).
- 5.4.8 The vessel must have a minimum of 3 m by 3m (10 ft x 10 ft) deck space clear of other materials for conducting plankton net tows and other oceanographic sampling using crane/A-frame operations. Deck space must be stable and safe, following Maritime Occupational Health and Safety Regulations (see Part 2 Section 16).
- 5.4.9 Deck railings must be in place. The vessel should also have hand rails to allow safe movement around the vessel and cabin areas, and non-slip surfacing on the deck and areas susceptible to water ingress.
- 5.4.10 Signage pertaining to the location and use of health and safety and emergency equipment should be clear and distinct from the vessel hull or cabin colouring. Signage should use both text and diagrams. Science crew must be orientated to the whereabouts of this equipment at the time of boarding the vessel.
- 5.4.11 The vessel must have a minimum of 1 m by 0.5 m by 1 m (3 ft x 1.5 ft x 3 ft) space for indoor equipment storage.
- 5.4.12 The vessel must be equipped with Transport Canada regulated navigational lights to permit vessel operations and anchoring during non-daylight hours.

VESSEL EQUIPMENT

- 5.4.13 The vessel must have a boom, crane, or A-frame system with block(s) capable of lifting 1 metric ton for lifting and deploying scientific equipment safely.
- 5.4.14 Vessel must have a non-manual variable-speed winch with cable rated for at least 1 metric ton with line/cable at least 500 m rated for a minimum of 200 lbs with either 10m length markings OR line counter attached. Winch needs to be able to retrieve a plankton net max speed of 1 m/s (vertical haul)



VESSEL ACCOMMODATIONS

- 5.4.15** The vessel must provide clean and sanitary accommodations for the vessel crew and two (2) scientific personnel including male and female personnel. Shared or separate cabin spaces must be provided for each of the science crew but with individual bunks for each science personnel (i.e. no bunk sharing), with these separate from vessel crew. Beds must be at least 190 cm (75 inches) long and be at least 65 cm (26 inches) wide.
- 5.4.16** The Contractor must supply clean, sanitary, dry, and comfortable mattresses covered with clean, fitted covers and supply sheets, blankets, pillows, and towels. Accommodation must have adequate heating and ventilation sources in all areas accessible for workers.
- 5.4.17** The vessel must set aside dry storage space in the accommodations for the clothing and personal effects of science staff with at least one drawer or shelf per person.
- 5.4.18** The vessel must have at least one functioning marine head and one functioning shower which can be used in privacy for male or female science staff.
- 5.4.19** The Contractor must provide toilet paper, soap and towels.
- 5.4.20** The vessel crew must perform regular cleaning and disinfecting to mitigate the spread of Communicable Diseases.
- 5.4.21** The vessel must have a clean and dry 50 cm (20 inches) by 50 cm (20 inches) workspace (e.g. table and seat) available to the science crew for equipment download and maintenance. This should be away from the galley space or living quarters.
- 5.4.22** The vessel must have a galley equipped with a safe, functioning cook stove, refrigerator for food storage, and sink for washing food, dishes and cooking equipment.
- 5.4.23** The vessel must provide three (3) nutritionally balanced meals each fieldwork day incorporating possible dietary restrictions of the science crew. Nutritionally balanced meals should follow the Canada Food Guide, which recommends plenty of vegetables and fruits, whole grain foods and protein foods (preferably from plant sources), and low amounts of processed food. Meal times must be coordinated with the Chief Scientist to accommodate both the need to complete scientific work and the time required to prepare meals by the cook. Meals must be provided by the Contractor for all scientific personnel during all charter days. Specific dietary restrictions will be communicated to the Contractor prior to fieldwork. An example meal plan incorporating the science crew's dietary needs may be asked to be provided for approval 1 week before the onset of the fieldwork. Dietary restrictions could include pescatarian or vegetarian preferences and wheat and dairy intolerances. Between-meal snacks (e.g. fruit, veggies, granola bars, nuts, baking, etc.) should be available. Clean drinking water, coffee and tea supplies must also be provided.
- 5.4.24** Mess must be sufficient for all science crew to eat together.

VESSEL ELECTRONIC EQUIPMENT

- 5.4.25** The vessel must have appropriate safety and navigation equipment, including depth sounder, GPS, and radar and appropriate emergency equipment.
- 5.4.26** The vessel must have 110 VAC power in staterooms and/or galley and/or wheelhouse for computer and scientific equipment use.

LICENSES AND CERTIFICATIONS

- 5.4.27** The Contractor must possess all required Transport Canada (TC) certifications applicable to operating the vessel in Western Canada coastal waters (within 25nm of shore). Minimum TC Master 150T ticket (Higher tonnage is acceptable). TC Master 60T ticket is unacceptable.
- 5.4.28** Vessel lifting and rigging equipment must have up to date certifications.



SCIENTIFIC ACTIVITY REQUIREMENTS

- 5.4.29 Vessel must have a deck water hose and fresh water available to the deck for cleaning equipment.
- 5.4.30 Vessel must have deck water hose and access to clean sea water supply on exterior deck for washing down plankton nets. Clean sea water must be available to the deck during net casts and science station operations.
- 5.4.31 Vessel must have a room or cabinet approved for the storage of hazardous chemicals (toxic and/or flammable), or space to setup
- 5.4.32 Vessel must have freezers/refrigerators to hold scientific samples, or the space to setup
- 5.4.33 Vessel must have work bench spaces available to science staff in the laboratory space for wet and dry work
- 5.4.34 The vessel must provide adequate lighting for working on the deck(s). Lighting should be adequate for work tasks after dark, such as working on deck (processing samples) after dark.
- 5.4.35 Vessel Captain must have experience of at least three (3) separate multi-day trips which involved safely deploying and retrieving oceanographic equipment or similar marine science work. This experience must have occurred in the last 10 years.
- 5.4.36 The Captain and crew must exercise due caution and follow safety procedures as directed by the Chief Scientist to help prevent damage or loss of scientific gear and equipment.
- 5.4.37 All personnel must meet a minimum of once a day to discuss operations, safety hazards, and resolve any problems that may occur. A meeting must occur at the start of the day before operations begin to discuss the planned activities for the day.

HEALTH, SAFETY, AND THE ENVIRONMENT

- 5.4.38 The Contractor must comply with all federal and provincial/territorial legislation regarding occupational health and safety.
- 5.4.39 The Captain must review safety procedures and equipment (for example, but not limited to the following: firefighting, life rafts, immersion suits, personal flotation devices, First Aid supplies) with the vessel crew and science staff at the beginning of each fieldwork trip and after any change in vessel or science personnel. Muster stations for all vessel crew in the case of fire, abandon ship, or other emergency must be identified to the crew and science personnel.
- 5.4.40 Smoking and vaping must be prohibited inside the Vessel.
- 5.4.41 Work spaces, berthing, and galley spaces must be adequately ventilated and free from smoke, excessive engine noise, and hydrocarbon fumes.
- 5.4.42 Drug and alcohol consumption are prohibited onboard.
- 5.4.43 During inclement weather, the Captain and Chief Scientist will work together to determine if scientific operations will continue. The Captain may call a weather day or suspend scientific operations whenever it is determined that work is not feasible or to protect the safety of the vessel and crew. The Chief Scientist will suspend scientific operations when the weather or other factors significantly affect the ability to safely conduct scientific operations.
- 5.4.44 The Vessel must maintain First Aid supplies appropriate to an industrial work environment and for the number of personnel onboard.
- 5.4.45 Vessel must be equipped with registered and functional Emergency Position-Indicating Radiobeacon (EPIRB) as well as a life raft with hydrostatic release and enough capacity for all personnel onboard.



6. LANGUAGE OF WORK

All requirements for completion of the project must be provided in English. The captain and crew must be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

LANGUAGE PROFICIENCY GRID			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and presented in a coherent manner.



ANNEX “B” - BASIS OF PAYMENT

The Contractor will be paid a fixed all-inclusive hourly rate to perform the work on this project. Fuel will be paid as a direct expense. Customs duties are included and Applicable Taxes are extra.

(to be completed at contract award)

Description	Fixed hourly rates		
	Award to September 30 th , 2024	October 1 st , 2024 – September 30 th , 2025	October 1 st , 2024 – September 30 th , 2025
Vessel charter services – March Survey with the option of an August Survey. To include mobilization, demobilization and time at sea. Optional work in August is to be paid at the same rate as the March Survey within the same contract period.			

Fuel Direct Expenses

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

It is the responsibility of the supplier to monitor all fuel consumption and expected fuel costs during the mission in accordance with DFO contract requirements. If total propulsion and power fuel costs are expected to exceed the maximum of the total current propulsion and power fuel cost specified within the signed contract, the supplier will be required to notify the Contracting Authority and Project Authority to seek approval to initiate or continue mission operations.



ANNEX "C" - INSURANCE CONDITIONS

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 the Department of Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - 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" - 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.

Your tender submission MUST clearly indicate that you meet the following minimal requirements.

Failure to do so will result in disqualification of your tender submission.

Fisheries and Oceans Canada reserves the right to inspect bidders vessel prior to contract award to verify and confirm information from the bid proposal. If needed, inspection would occur prior to awarded fieldwork at a port of call on southern Vancouver Island (within 50km of Sidney, BC)

Item	MANDATORY TECHNICAL CRITERIA	SOW Reference	Cross - Reference to Proposal (to be provided by bidder)
1.	BASIC VESSEL REQUIREMENTS		
1a	Bidder must demonstrate that their vessel is greater than or equal to 16.8 m (55 ft) in length. Bidder must provide ship specifications showing vessel length in order to meet this criterion.	5.4.5	
1b	Bidder must demonstrate that their vessel has a maximum freeboard height of 2 m (6.6 ft). Bidder must provide ship specifications showing freeboard height in order to meet this criterion.	5.4.6	
1c	Bidder must demonstrate that their vessel has a minimum of 3 m x 4.5 m (10 ft x 15 ft) deck space for safe equipment storage (not necessarily all in one area). An attestation is acceptable to meet this criterion. This may be subject to inspection.	5.4.7	
1d	The vessel must have a minimum of 3 m by 3m (10 ft x 10 ft) deck space clear of other materials for conducting plankton net tows and other oceanographic sampling using crane/A-frame operations. Deck space must be stable and safe, following Maritime Occupational Health and Safety Regulations (see Part 2 Section 16) .	5.4.8	



Item	MANDATORY TECHNICAL CRITERIA	SOW Reference	Cross - Reference to Proposal (to be provided by bidder)
	An attestation is acceptable to meet this criterion. This may be subject to inspection.		
1e	<p>Bidder must demonstrate that their vessel has a minimum of 1 m by 0.5 m by 1 m (3 ft x 1.5 ft x 3 ft) space for indoor equipment storage.</p> <p>An attestation is acceptable to meet this criterion. This may be subject to inspection.</p>	5.4.11	
1f	<p>Bidder must demonstrate that their vessel is equipped with deck lights to permit safely working on deck during non-daylight hours.</p> <p>An attestation is acceptable to meet this criterion. This may be subject to inspection.</p>	5.4.34	
2	VESSEL EQUIPMENT		
2a	<p>Bidder must demonstrate their vessel has a boom, crane, or A-frame system with block (s) capable of lifting 1 metric ton for lifting and deploying scientific equipment safely.</p> <p>Bidder must provide crane specifications and should provide a photo of the boom, crane or A-frame.</p>	5.4.13	
2b	<p>Bidder must demonstrate their vessel has a non-manual variable-speed winch with cable rated for at least 1 metric ton with line/cable at least 500 m rated for a minimum of 200 lbs with either 10m length markings OR line counter attached. Winch needs to be able to retrieve a plankton net max speed of 1 m/s (vertical haul).</p> <p>An attestation that the bidder meets this criterion is acceptable This may be subject to inspection.</p>	5.4.14	
3	VESSEL ACCOMMODATIONS		
3a	<p>Bidder must demonstrate that their vessel has at least one separate cabin with at least 2 individual bunks for scientific personnel accommodations.</p> <p>Bidder must provide a ship specification showing there is a separate cabin and should provide</p>	5.4.15	



Item	MANDATORY TECHNICAL CRITERIA	SOW Reference	Cross - Reference to Proposal (to be provided by bidder)
	as proof a picture of the bunk spaces.		
3b	<p>Bidder must demonstrate their vessel has at least one (1) functioning marine head and one (1) functioning shower which can be used in privacy for male or female science staff.</p> <p>Bidder must provide ship specifications showing marine head(s) and showers. An attestation is to be provided stating the bathroom and shower are in working order.</p>	5.4.18	
3c	<p>Bidder must demonstrate that their vessel has a galley equipped with a safe, functioning cook stove, refrigerator for food storage, and sink for washing food, dishes and cooking equipment.</p> <p>An attestation that the bidder meets this criterion is acceptable This may be subject to inspection.</p>	5.4.22	
3d	<p>Bidder must demonstrate that their vessel has a clean and dry 50 cm (20 inches) by 50 cm (20 inches) workspace (e.g. table and seat) available to the science crew for equipment download and maintenance</p> <p>An attestation that the bidder meets this criterion is acceptable This may be subject to inspection.</p>	5.4.21	
4	VESSEL ELECTRONIC EQUIPMENT		
4a	<p>Bidder must demonstrate that the proposed vessel has the following navigation equipment: depth sounder, GPS, and radar and appropriate emergency equipment.</p> <p>Bidder must provide proof they have the required safety equipment as per Transport Canada for their vessel.</p>	5.4.25	
4b	<p>Bidder must demonstrate their vessel is equipped with has 110 V A/C power for computer use.</p> <p>An attestation that the bidder meets this criterion is acceptable. This may be subject to inspection.</p>	5.4.26	



Item	MANDATORY TECHNICAL CRITERIA	SOW Reference	Cross - Reference to Proposal (to be provided by bidder)
5	LICENSES AND CERTIFICATIONS		
5a	Bidder must provide valid proof of all required Transport Canada (TC) maritime licenses or certifications applicable to operating the vessel in Western Canada coastal waters (within 25nm of shore). These include criteria 5a.1 through 5a.6.	4.1.5, 5.4.27	
5a.1	Bidder must provide: Minimum TC Master 150T ticket (Higher tonnage acceptable). TC Master 60T ticket unacceptable)	5.4.27	
5a.2	Bidder must provide: Marine Radio license	5.4.27	
5a.3	Bidder must provide: Marine emergency duties (MED)	5.4.27	
5a.4	Bidder must provide: Valid TC Vessel Inspection certificate	5.4.12, 5.4.25, 5.4.27, 5.4.28, 5.4.43	
5a.5	Bidder must provide: Valid fire extinguisher certificate	5.4.39	
5a.6	Bidder must provide: Valid life raft certificate	5.39, 5.45	
6	SCIENTIFIC ACTIVITY REQUIREMENTS		
6a	<p>Bidder must demonstrate their vessel Captain has experience of at least three (3) multi-day science trips safely deploying and retrieving oceanographic equipment or similar marine science work within the last ten (10) years.</p> <p>In order to meet the bidder must provide project descriptions that include the following:</p> <ul style="list-style-type: none"> • Mission name • Client organization • The dates/duration of the project; • Location of mission • Project purpose/type of science survey • Brief description of the project (max. 500 words) 	5.4.35	