



**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
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Cc: Mazen.Obeid@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 Collection and Estimation of Underwater Biofouling of Commercial Vessels		Date 16 February, 2024
Solicitation No. / N° de l'invitation 30005532		
Client Reference No. / No. de référence du client(e) 30005532		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ET (Eastern Time) / HE (Heure de l'Est) On / le : 5 March, 2024		
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 : Mazen Obeid, Senior Contracting Officer Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Cc: Mazen.Obeid@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. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Insurance Requirements.

1.2. Summary

Background

Biofouling is the process by which organisms accumulate on surfaces submerged in water, such as ship hulls. This phenomenon can have significant ecological and economic impacts, as it can facilitate the spread of non-native species, alter marine ecosystems, and increase fuel consumption and emissions of ships. Commercial ships are particularly suitable for sampling biofouling organisms, as they travel to different parts of the world, often stopping at ports and other aquatic environments that may harbor unique assemblages of species. Existing biofouling datasets are small, older and present data gaps relating to vessel type, antifouling techniques and methodologies and transit pathing. In order to better anticipate potential high risk commercial ship arrivals and to help inform the development of strategies to prevent or mitigate its negative effects on marine ecosystems and shipping operations, the collection of biological samples and measurements of percent coverage of fouling organisms on the vessel hull and niche areas of commercial ships in high traffic Canadian ports on the Great Lakes (e.g., Hamilton, ON) is needed.

Objective

The goal of this contract is to secure technical diving services experienced in and capable of collecting underwater video, photos and physical scrapings of biofouling organisms on commercial ships at Hamilton-Oshawa Port Authority ports (i.e., Hamilton, Oshawa, and Thorold, ON) .

Scope of Work

To achieve representative biofouling measurements for each ship sampled for biofouling, an estimate of percent coverage will be developed by Fisheries and Oceans Canada. For each ship, hull and niche area scrapings of biological materials must be collected by a team of technical divers experienced in commercial ship surveys and sampling. Underwater video and photos must be taken and provided when conditions allow, otherwise a written description of the conditions should be provided by the divers. Using



discrete estimates (i.e., measurements kept separate for each part) made by the divers and based on the video footage of percent coverage of the entire area of the hull, of the sampled quadrats, and of the niche areas (including propeller, rudder, stern tube, bow thruster, sea chests), Fisheries and Oceans can then produce ship wide percent coverage estimates.

The work is to be completed within the Hamilton-Oshawa Port Authority, ON.

The contractor shall provide a surface-supplied dive team (minimum of 4 persons, including dive supervisor; i.e., diver supervisor, diver, stand-by diver, and tender), capable of completing the dive set-up, ship lock out, survey (collect video footage, images) and sample collection (scraping of marine growth) within approximately 8 hours. The contractor shall provide all necessary diving and safety equipment, and shall arrange for use of a dive boat, as required.

Period of the Contract

The period of contract is from date of Contract award to March 31, 2025 inclusive with 1 (one) additional option periods of 1 (one) year.

Comprehensive Land Claims Agreement

This procurement is not subject to any Comprehensive Land Claims Agreement

Security Requirement

No Security clearance required, escort required at DFO sites.

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 Procurement Strategy for Indigenous Business

1.4.1 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 Standard Acquisition Clauses and Conditions manual (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](#) (2023-06-08) Standard Instructions - 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

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:



1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7 (seven)** 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.

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. Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

The main purpose of the Crown Procurement Contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.6. 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)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca .

(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 their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm), letter-sized, 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a complete, concise and clear manner to perform the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

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

3.1.1. 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 TABLE

The Bidder must complete this pricing schedule and include it in its financial offer once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial offer for each of the periods specified below its quoted firm all inclusive price (in CDN \$).

The volumetric data included in this pricing schedule are provided for offer 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 offer solicitation will be consistent with this data.

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.

1. Initial Contract period: Date of Contract award to 31 March, 2025 inclusively.

1.1 Table 1: Hamilton-Oshawa Port Authority Rates

Sector: Hamilton-Oshawa Port Authority				
Item	Requirement (A)	Estimated Number of Hours (B)	Firm All-Inclusive Fixed Hourly Rates (C)	Total Evaluated Price (D) = (B) x (C)
1	Provide a Team of 4 Surface Supplied Divers as per the <u>CSA Standard</u>			
1a	Crew #1: Diver	72	\$	\$
1b	Crew #2: Stand-by Diver	72	\$	\$
1c	Crew #3: Diver's Tender	72	\$	\$
1d	Crew #4: Dive Supervisor	72	\$	\$
2	Extra Personnel	72	\$	\$
3	Stand-By (all dive members)	48	\$	\$
Total Evaluated Price (Sum of Column D)				\$

2. Optional Period 1: 1 April, 2025 until 31 March, 2026 inclusively.

2.1 Table 2: Hamilton-Oshawa Port Authority Rates

Sector: Hamilton-Oshawa Port Authority				
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Item	Requirement (A)	Estimated Number of Hours (B)	Firm All-Inclusive Fixed Hourly Rates (C)	Total Evaluated Price (D) = (B) x (C)
1	Provide a Team of 4 Surface Supplied Divers as per the <u>CSA Standard</u>			
1a	Crew #1: Diver	24	\$	\$
1b	Crew #2: Stand-by Diver	24	\$	\$
1c	Crew #3: Diver's Tender	24	\$	\$
1d	Crew #4: Dive Supervisor	24	\$	\$
2	Extra Personnel	24	\$	\$
3	Stand-By (all dive members)	16	\$	\$
Total Evaluated Price (Sum of Column D)				\$

Notes:

1. Firm All Inclusive Hourly Rate

The item numbers listed below refer to the items listed in column A of Tables 1-2.

a) Item #1

The Contractor must include all equipment necessary to perform the duties of the work bid in the Contract including but not limited to all equipment required for a 4 personnel surface supplied dive crew; all recording devices - video, audio, sonar, GPS, cable locators, etc., necessary to complete the task.

b) Item #2

Any extra diver to complement the 4 personnel surface supplied dive crew, **must** be approved by the Project Authority prior to use.

c) Item #3

'Stand By rates' apply any time due to unforeseen delays, the Contractor's dive team or members have been authorized to be on Stand-by duty and to remain locally on stand-by, should the situation change. Members on standby must be available to return for work as quickly as possible if called. Authorization for Stand-by duty must be granted by the Project Authority in advance. No standby payment shall be granted if the Contractor's team is unable to report for work when required.



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 Attachment 1 to Part 4.

4.1.1.2. Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2. Financial Evaluation

Refer to Attachment 1 to Part 3.

4.2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **35 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **90 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of **points available** multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.16	73.14	77.70
Overall Rating	1st	3rd	2nd



ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Please note bidders must complete the following charts and include with their bid submission.

No.	Mandatory Criteria	Meets Criteria (Yes/No) <i>(Evaluation Team to complete)</i>	Proposal Page No. <i>(Bidder to complete)</i>
M1	<p>The Bidder must provide written Safe Practices or Operations manual with the bid which includes:</p> <ul style="list-style-type: none"> • Diving safety procedures • Pre and post diving checklists • Dive team assignments and responsibilities • Equipment procedures and checklists • Emergency procedures for diving operations • Equipment failure • Medical illness and treatment of injury. 		
M2	<p>The Bidder must show compliance with Competency Standard for Diving Operations - CSA Z275.4 by providing proof of competency documents at the time of bid and must meet the requirements of Occupational Safety Code for Diving Operations - CSA Z275.2 and provincial labour codes.</p>		
M3	<p>The Bidder must demonstrate that it has a minimum of 2 years experience working with commercial vessels (>150 gross tons, that are operating for profit) conducting underwater inspection, survey, or biological sampling of commercial vessels.</p> <p>To demonstrate this, the bidder must provide a list of relevant projects conducted, with a minimum of 2 projects.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (for validation purposes) 3. Description of the type and scope of services that meets the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 		



M4	The bidder must provide valid Commercial Divers Certification from the Diver Certification Board of Canada, and valid medical certificates for all divers with the bid.		
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Point Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the following table.

The Bidder **MUST** achieve a minimum score of **35 points** for Point-Rated Criteria 1 through 4. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

In order for the evaluation team to consider the Bidder's response to R3, the Bidder **must** provide with their bid, an accessible URL (Uniform Resource Locator) containing the uploaded video footage, and allows DFO to download the footage for evaluation purposes.

No.	Point Rated Criteria	Score <i>(Evaluation Team to complete)</i>	Proposal Page No. <i>(Bidder to complete)</i>
R1	The bidder's proposed divers shall demonstrate using project descriptions experience in excess of the minimum 2 years experience working with commercial vessels conducting underwater inspection, survey, or biological sampling of commercial vessels (M3). For the additional experience: <ul style="list-style-type: none"> • 2 years= 10 points • 3-5 years= 15 points • Over 5 years= 20 points 	/20	
R2	The bidder shall provide a list of recent scientific biological sampling surveys conducted within the past 15 years, with additional points awarded for experience conducting underwater inspection, survey, and biological sampling of commercial vessels beyond the mandatory (M3) experience: <ul style="list-style-type: none"> • Hull inspections/prop inspections= 5 points AND <ul style="list-style-type: none"> • 1-4 biological sampling surveys= 10 points • 5-8 biological sampling surveys= 15 points • >8 biological sampling surveys= 20 points 	/25	
R3	The bidder shall provide a sample of an example file of edited video footage (as a downloadable MPEG, AVI or MP4 through an accessible internet web link) of hull survey techniques, including some context information with the bid.	/30	



	<p>Following review of the sample video file, assessment of the video footage and camera operator skills based on the following criteria:</p> <ul style="list-style-type: none"> • Smooth movements (<i>video footage is smooth and easy to review during post processing</i>) = 10 points • Consistent distance from the hull (<i>as much as possible the distance of the camera from the ship is consistent</i>) = 5 points • Described video (<i>if present, audio descriptions from the underwater diver at the time of recording are clear and detailed</i>) = 10 points • Title page with dive information (<i>video file includes dive company information and context for the footage</i>) = 5 points 		
R4	<p>The bidder must provide a description of their standard diving set up (ie, surface supply air), as well as a detailed list of their equipment including manufacturer and specifications (underwater recording device, audio recording, live feed capabilities) with the bid.</p> <p>Additional points are awarded for techniques that allow for live feed and in water audio capture capabilities :</p> <ul style="list-style-type: none"> • Internal recording only (no live feed) (audio and video)= 5 points • Live feed capabilities (audio and video)= 15 points 	/15	
Total Evaluated Score (Minimum Passing Score: 35)		/90	



PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Additional Certifications Precedent to Contract Award

5.2.2.1. Status and Availability of Resources

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

5.2.2.2. Education and Experience

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

5.2.2.3 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

5.2.2.4 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.

5.2.2.4 Contractor’s Representative

The Contractor’s Representative for the Contract is:

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

5.2.2.5 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:

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

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

Signature

Print Name of Signatory



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

Requirements

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

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

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

List of names for [integrity verification form](#)



PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

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

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7. - RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. 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.

7.2.1. General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (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 provided 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.

7.2.2. Supplemental General Conditions

4007 (2022-12-01) - Canada to own intellectual property rights in Foreground Information applies to and forms part of the contract.

7.3. Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

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

7.4. Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from date of Contract Award to 31 March, 2025 inclusive.

7.4.2. Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least **30 (thirty)** 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.



7.5. Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Mazen Obeid
Senior Contracting Officer
Procurement Services
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cell phone: (613) 299-2564
E-mail: Mazen.Obeid@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.

7.5.2. Project Authority

The Project Authority for the Contract is: *(to be provided at Contract award)*

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

Telephone: _____
E-mail address: _____

In its absence, the Project Authority is: *(to be provided at Contract award)*

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.

7.5.3. Contractor's Representative *(to be provided at Contract award)*

The Contractor's Representative for the Contract is:

Name: _____



Title: _____
 Organization: _____
 Address: _____

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

7.6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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: 2019-01 of the Treasury Board Secretariat of Canada.

7.7. Payment

7.7.1. Basis of Payment – Fixed Time Rate – Limitation of Expenditure

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 completed at contract award)*. Customs duties are included and Applicable Taxes are included.

7.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(To be completed 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.

7.7.3. Methods of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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



7.7.4. Electronic Payment of Invoices – Contract

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

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

7.7.5 Auditing

SACC Manual clause [C1004C](#) (2022-12-01), Auditing

7.8. Invoicing Instructions

7.8.1. The Contractor must submit invoices in accordance with subsection 7.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

7.8.2. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *(to be provided at Contract award)* and provides the required information as stated in subsection 7.8.1 above.

7.9. Certifications and Additional Information

7.9.1 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.

7.10. Applicable Laws

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

7.11. 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 supplemental general conditions [4007](#) (2022-12-01) Canada to own intellectual property rights in Foreground Information;
- (c) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements and
- (g) the Contractor's bid dated _____ *(to be provided at Contract award)*

7.12. Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)



OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13. 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.

7.14. 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](#)”.
- (e) **Dispute Resolution (i.e. “mediation”) clause**, to be inserted in *federal contracts*: The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca
- (f) **Review of complaint clause re: contract “administration”**, to be inserted in *federal contracts*: The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca .



7.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX “A” - STATEMENT OF WORK

1.0 Title

Collection and estimation of underwater biofouling of commercial vessels

2.0 Background Statement

Biofouling is the process by which organisms accumulate on surfaces submerged in water, such as ship hulls. This phenomenon can have significant ecological and economic impacts, as it can facilitate the spread of non-native species, alter marine ecosystems, and increase fuel consumption and emissions of ships. Commercial ships are particularly suitable for sampling biofouling organisms, as they travel to different parts of the world, often stopping at ports and other aquatic environments that may harbor unique assemblages of species. Existing biofouling datasets are small, older and present data gaps relating to vessel type, antifouling techniques and methodologies and transit pathing. In order to better anticipate potential high risk commercial ship arrivals and to help inform the development of strategies to prevent or mitigate its negative effects on marine ecosystems and shipping operations, the collection of biological samples and measurements of percent coverage of fouling organisms on the vessel hull and niche areas of commercial ships in high traffic Canadian ports on the Great Lakes (e.g., Hamilton, ON) is needed.

Relevant Studies

The following studies followed similar methods for biofouling sampling and percent cover measurement of vessels:

Chan, F.T., MacIsaac, H.J., and Bailey, S.A. 2015. Relative importance of vessel hull fouling and ballast water as transport vectors of nonindigenous species to the Canadian Arctic. *Can. J. Fish. Aquat. Sci.* 72: 1230–1242.

Sylvester, F., and MacIsaac, H.J. 2010. Is vessel hull fouling an invasion threat to the Great Lakes? *Divers. Distrib.* 16(1): 132–143. doi:10.1111/j.1472-4642.2009.00622.x.

Sylvester, F., Kalaci, O., Leung, B., Lacoursière-Roussel, A., Murray, C.C., Choi, F.M., Bravo, M.A., Therriault, T.W., and MacIsaac, H.J. 2011. Hull fouling as an invasion vector: can simple models explain a complex problem? *J. Appl. Ecol.* 48: 415–423.

3.0 Objectives of the Requirement

The goal of this contract is to secure technical diving services experienced in and capable of collecting underwater video, photos and physical scrapings of biofouling organisms on commercial ships at Hamilton-Oshawa Port Authorities ports (i.e., Hamilton, Oshawa, and Thorold, ON).

4.0 Scope of Work

To achieve representative biofouling measurements for each ship sampled for biofouling, an estimate of percent coverage will be developed by Fisheries and Oceans Canada. For each ship, hull and niche area scrapings of biological materials must be collected by a team of technical divers experienced in commercial ship surveys and sampling. Underwater video and photos must be taken and provided when conditions allow, otherwise a written description of the conditions should be provided by the divers. Using discrete estimates (i.e., measurements kept separate for each part) made by the divers and based on the video footage of percent coverage of the entire area of the hull, of the sampled quadrats, and of the niche areas (including propeller, rudder, stern tube, bow thruster, sea chests), Fisheries and Oceans can then produce ship wide percent coverage estimates.



The work is to be completed within the Hamilton-Oshawa Port Authority, ON.

The contractor shall provide a surface-supplied dive team (minimum of 4 persons, including dive supervisor; i.e., diver supervisor, diver, stand-by diver, and tender), capable of completing the dive set-up, ship lock out, survey (collect video footage, images) and sample collection (scraping of marine growth) within approximately 8 hours. The contractor shall provide all necessary diving and safety equipment, and shall arrange for use of a dive boat, as required.

1. Planning Phase:

A conference call involving the contracted divers and the Project Authority shall take place prior to sampling to discuss the work plan, sampling protocol, equipment needs, and travel arrangements (if required).

2. Sampling Phase:

Sampling will take place in Hamilton-Oshawa-Thorold, ON (Hamilton-Oshawa Port Authority) over the 2024-2026 period. Sampling will be conducted opportunistically on ships arriving to the port, upon approvals from ship owners, agents and/or captains.

Sampling efforts will take the form of:

- In the Great Lakes region (Hamilton-Oshawa Port Authority):
 - o Up to 9 ships in the 2024-25 fiscal year, and
 - o up to 3 ships in the 2025-26 fiscal year.

For each ship sampling, the contractor shall:

- a. Conduct a paint condition inspection and inspect the niche areas: rudder sides, bottom, leading and trailing edges, propeller nose and blades, rope guard, stern tube, sea chest/sea chest gratings, bow-thruster tunnel and grating, bulbous bow, stern, main hull, bilge keel, kort nozzle, skeg, anodes, cathodic protections, and water discharge holes for marine growth. Document findings in writing.
- b. Collect 10-20 scrapings from a 20x20 cm quadrant marked on the aforementioned locations, depending on the level of marine growth on the hull. Suction syringes should be used when collecting algae and soft-tissued organisms, while scrapers and plastic bags should be used when collecting hard-tissues organisms (mussels, barnacles, etc).
- c. Collect marine growth scrapings from dock pylon, wall, and other substrate using scrapers and the 20x20 cm quadrat. Minimum of 3 samples should be collected, ideally covering different substrate types. This only needs to be done once per new pier or dock area per trip.
- d. Document the sampled location and estimate the amount of marine growth at that location for each scraping.
- e. Collect harbour water (approximately 1L) at waterline, mid-hull and keel depths using the suction syringe or plastic bag.
- f. Deliver the scraping and harbour water samples to the Project Authority on site for processing and fixation at dock level immediately after each collection, or as soon as reasonably possible.
- g. Video record all sampled locations and transects of the submerged hull. The video footage should be at least one to two hours long. Written estimate of percent coverage of fouling shall be provided.



- h. Take photographs of marine growth before and after scraping, if time permits or if video recording of sampled locations and transects of the submerged hull is not possible, and record the sampled location.
 - i. Assist with the deployment, untangling, and retrieval of underwater ROV, as required
- 3. Post-Sampling Phase:
 - a. The contractor shall prepare a report of the in-water hull survey for the ship with a focus on biofouling, including any major concerns on hull condition within one month of sampling.
 - b. Documentation of the sampled locations and description of marine growth at those locations shall also be submitted along with the videos and images (within one month of sample collection).
 - c. The contractor shall deliver underwater video footage, and or images of marine growth within one month of sample effort (trip) completion. Videos should be submitted as MPEG, AVI or MP4 files saved to USB or external hard drive. Digital images, if recorded, should be submitted in JPEG or PNG files and also saved to USB or external hard drive.

5.0 Responsibilities

The contractor shall:

- a. Fully comply with Competency Standard for Diving Operations - CSA Z275.4 and Occupational Safety Code for Diving Operations - CSA Z275.2
- b. Have Technical Commercial Diving experience, particularly working with commercial vessels, notably conducting underwater inspection, survey, and/or biological sampling of commercial vessels.
- c. Have a valid Commercial Divers Certification from the Diver Certification Board of Canada, and valid divers medical certificate
- d. Provide a documented Safe Practices or Operations manual
- e. Make and cover the costs of travel arrangements, including train, flight or car rental, to and from the ship berth, including accommodations and meals, if required.
- f. Provide standard diving gear including surface air supply, dry suit, gloves, mask, regulators, buoyancy compensator, weights, and fins.
- g. Provide or arrange access to a dive boat that can accommodate the dive team and all diving gear during diving operations, as required.
- h. Provide underwater video camera as well as memory cards and external lighting (as needed) for the camera.
- i. Transport all diving gear and video equipment to and from the ship berth.
- j. Clean, disinfect and visually inspect all diving gear prior to sampling and between sampling to ensure no transfer of organisms between sites.
- k. Check with the ship crew to ensure propellers, suction pumps, and other equipment that can pose diving threats are turned off and locked down prior to each sampling. Note that all persons boarding vessels to communicate with crew shall do so in accordance with the Safe Work Procedures for Large Ship Research Work and Working in Industrial Port Site developed by Fisheries and Oceans Canada.
- l. Follow and respect all security and safety policies of the Ports and the vessels, including applying for and meeting all necessary security clearance requirements of the Port Authorities and Vessel Owner/Operators to gain access to the port(s) and vessels, as applicable.
- m. Conduct all video and hull scraping sampling methodology as instructed by the Project Authority, including real-time video footage review if possible.



- n. If time permits, assist with processing and preserving scraping samples after each hull survey.
- o. Assist with the deployment, untangling, and retrieval of DFO's underwater ROV, as required.
- p. Remain nearby the city (Hamilton-Oshawa-Thorold, ON) on stand-by between arrival of ships.

The Project Authority Shall:

- a. Provide the contractor with written Standard Operating Procedures for sample collection, including template data collection files.
- b. Coordinate access to and provide Fisheries and Oceans' DeepTrekker ROV, as required and pending availability.
- c. Coordinate with Port Authorities as well as ship agents to gain access to the port property and vessels for the sampling work.
- d. Coordinate with the Contractor to provide advance notice of ship arrivals and sampling events.
- e. Provide hull scraping sampling equipment such as scrapers, sampling syringe, plastic bags, jars, ethanol, sampling quadrant, and rope.
- f. Clean, disinfect and visually inspect all sampling equipment, excluding diving gear, prior to sampling and between sampling to ensure no transfer of organisms between sites.
- g. Process and preserve hull scraping samples in appropriate preservatives after each hull survey.
- h. Transport all preserved samples from sample site to Burlington, Ontario.

5.1 Progress Meetings

Progress meetings may be requested by either party (DFO or Contractor) throughout the duration of the project.

5.2 Deliverables and Acceptance Criteria

For each ship surveyed, the contractor is expected to provide:

- 1) Scrapings of marine growth delivered to the Project Authority on site immediately after collection.
- 2) Allow for real time footage review or early preview as soon as possible following dive work by the Project Authority on site to confirm video quality (to allow for methodological refinement before the next survey)
- 3) Underwater video footage of marine growth in common video formats such as MPEG, AVI, MP4 and digital images in JPEG or PNG format saved to USB or external hard drive within one month of site visit. Footage for each vessel shall be provided on separate digital media.
- 4) A written report, in electronic file (.doc) outlining sampled locations on each surveyed ship and description of marine growth at those locations, and estimates of fouled percent cover of the entire hull and of each niche area, within one month of site visit.

5.3 Constraints

Upon completion of the contract, all reports and data will be the sole property of the Department of Fisheries and Oceans Canada.

5.4 Time Schedule / Completion of Each Stage

- Fiscal Year 2024-2025: [PROPOSED DATES]
 - o Up to 6 Great Lakes ships [May 6th-17th, 2024]
 - o Possibility of additional 3 Great Lakes ships [sometime in August-November, 2024]



- Fiscal Year 2025-2026:
 - o Up to 3 Great Lakes ships [TBD]

5.5 Location(s) of Work

Area within the Hamilton-Oshawa Port Authority, Hamilton, Oshawa, and Thorold, ON.

6.0 Travel and Living Expenses

The Contractor will not be reimbursed for any travel and living expenses incurred in the performance of the work described in this Statement of Work



ANNEX “B” - BASIS OF PAYMENT

(to be completed at Contract award)

The volumetric data included in this pricing schedule 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 will be consistent with this data.

1. Initial Contract period: Date of Contract award to 31 March, 2025 inclusively.

1.1 Table 1: Hamilton-Oshawa Port Authority Rates

Sector: Hamilton-Oshawa Port Authority		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (B)
1	Provide a Team of 4 Surface Supplied Divers as per the <u>CSA Standard</u>	
1a	Crew #1: Diver	\$ <i>(Inserted at Award)</i>
1b	Crew #2: Stand-by Diver	\$ <i>(Inserted at Award)</i>
1c	Crew #3: Diver’s Tender	\$ <i>(Inserted at Award)</i>
1d	Crew #4: Dive Supervisor	\$ <i>(Inserted at Award)</i>
2	Extra Personnel	\$ <i>(Inserted at Award)</i>
3	Stand-By (all dive members)	\$ <i>(Inserted at Award)</i>

2. Optional Period 1: 1 April, 2025 until 31 March, 2026 inclusively.

2.1 Table 2: Hamilton-Oshawa Port Authority Rates

Sector: Hamilton-Oshawa Port Authority		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (B)
1	Provide a Team of 4 Surface Supplied Divers as per the <u>CSA Standard</u>	
1a	Crew #1: Diver	\$ <i>(Inserted at Award)</i>
1b	Crew #2: Stand-by Diver	\$ <i>(Inserted at Award)</i>
1c	Crew #3: Diver’s Tender	\$ <i>(Inserted at Award)</i>
1d	Crew #4: Dive Supervisor	\$ <i>(Inserted at Award)</i>



2	Extra Personnel	\$ <i>(Inserted at Award)</i>
3	Stand-By (all dive members)	\$ <i>(Inserted at Award)</i>

Notes:

1. Firm All Inclusive Hourly Rate

The item numbers listed below refer to the items listed in column A of Tables 1-2.

a) Item #1

The Contractor must include all equipment necessary to perform the duties of the work bid in the Contract including but not limited to all equipment required for a 4 personnel surface supplied dive crew; all recording devices - video, audio, sonar, GPS, cable locators, etc., necessary to complete the task.

b) Item #2

Any extra diver to complement the 4 personnel surface supplied dive crew, **must** be approved by the Project Authority prior to use.

c) Item #3

'Stand By rates' apply any time due to unforeseen delays, the Contractor's dive team or members have been authorized to be on Stand-by duty and to remain locally on stand-by, should the situation change. Members on standby must be available to return for work as quickly as possible if called. Authorization for Stand-by duty must be granted by the Project Authority in advance. No standby payment shall be granted if the Contractor's team is unable to report for work when required.

2. Travel and Living Expenses

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



ANNEX "C" - INSURANCE REQUIREMENTS

G2001C – Commercial General Liability Insurance.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - 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 should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, 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.