



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des  
soumissions

Tammy O'Toole  
Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches  
et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

**Email / Courriel :**

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

|  |  |   |
|--|--|---|
| <b>Title / Titre</b><br>Marine Protected Areas (MPA's) and<br>Marine Refuges (MR's) vessel charter   |  | <b>Date</b><br>May 3, 2024                              |
| <b>Solicitation No. / N° de l'invitation</b><br>30005538   |  |   |
| <b>Client Reference No. / No. de référence du client(e)</b><br>30005538  |  |   |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à :</b> 14:00<br>AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique)<br><b>On / le :</b> May 17, 2024  |  |   |
| <b>F.O.B. / F.A.B.</b><br>Destination – Voir ci-<br>inclus   | <b>Taxes</b><br>See herein — Voir<br>ci-inclus | <b>Duty / Droits</b><br>See herein — Voir ci-<br>inclus |
| <b>Destination of Goods and Services / Destinations des biens et services</b><br>See herein — Voir ci-inclus   |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus   |  |   |
| <b>Address Inquiries to : /<br/>Adresser toute demande de renseignements à :</b><br><br>Karen Dolan, Contracting Specialist<br><b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a><br>AND : <a href="mailto:Karen.Dolan@dfo-mpo.gc.ca">Karen.Dolan@dfo-mpo.gc.ca</a> |  |   |
| <b>Delivery Required /<br/>Livraison exigée</b><br>See herein — Voir en ceci   | <b>Delivery Offered / Livraison proposée</b>   |   |
| <b>Vendor Name, Address and Representative / Nom du vendeur,<br/>adresse et représentant du fournisseur/de l'entrepreneur</b>  |  |   |
| <b>Telephone No. / No. de<br/>téléphone</b>  | <b>Facsimile No. / No. de télécopieur</b>      |   |
| <b>Name and title of person authorized to sign on behalf of Vendor<br/>(type or print) / Nom et titre de la personne autorisée à signer au<br/>nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>   |  |   |
| <b>Signature</b>   | <b>Date</b>                                    |   |



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

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

### **1.3 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 (2) 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 (2) 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.

### **1.4 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, by telephone or in person.

### **1.5 Trade Agreements**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (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

#### 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.

**Completeness of the Bid Checklist**

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

| Complete (Y/N) | Action Taken   |
|----------------|--|
|                | Certifications and securities required at bid closing are included.  |
|                | Bids are properly signed, that the bidder is properly identified.  |
|                | Acceptance of the terms and conditions of the bid solicitation and resulting contract.   |
|                | 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.                               |
|                | 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 only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

For documents sent by mail please notify the contracting authority via email ([DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca)), that you re submitting a document by mail to the address identified on Page 1 of the RFP document.

**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 **Newfoundland and Labrador**.

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

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 Contract, or of 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 \$33,400 for goods and \$133,800 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid** (one PDF format)
- Section II: Financial Bid** (one PDF format)
- Section III: Certifications** (one PDF format)
- Section IV: Additional Information** (one soft copy in PDF format)

#### **Important Note:**

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

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

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

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

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Refer to Annex "C"

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

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 **30 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **60 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.





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

| <b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b> |                              |                             |                            |                            |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
|   |                              | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
| <b>Overall Technical Score</b>  |                              | 115/135                     | 89/135                     | 92/135                     |
| <b>Bid Evaluated Price</b>  |                              | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| <b>Calculations</b>   | <b>Technical Merit Score</b> | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
|   | <b>Pricing Score</b>         | $45/55 \times 30 = 24.55$   | $45/50 \times 30 = 27.00$  | $45/45 \times 30 = 30.00$  |

8. Tiebreaker Determination: In the event, following a successful technical and financial evaluation, one or more (1) responsive bids have an equal total amount of points, the contract will be recommended for award to the bidder with the lowest all-inclusive price.



## **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.

#### **5.1.2 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 property 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: \_\_\_\_\_  
 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:  
 \_\_\_\_\_



#### 5.2.4 Former Public Servant

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

##### **Definitions**

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

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

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

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

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

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

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

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

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

##### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:



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

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

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

\_\_\_\_\_  
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 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".

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

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

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

**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.**

**6.3.1.1** [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.1.2** 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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: Project Authority and the AP Coder (*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 contract award to **March 31, 2025** inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **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: Karen Dolan  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6

Telephone: 782-377-7245

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

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



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

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

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

The Contractors Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Acquisition Card
- b. Direct Deposit (Domestic and International)

### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section 6.3.2.1 entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)
  - Project Authority
  - AP Coder



## 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 A8501C (2014-06-26), Vessel Charter - 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 **Newfoundland and Labrador**.

## 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) apply;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex D, 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 "D". 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 Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26.



## 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](#)".
- (e) 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).
- (f) 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 6.15 Environmental Considerations

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

- a) Paper consumption:
  - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
  - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
  - Use public transportation or another method of green transportation as much as possible.



## ANNEX "A" - STATEMENT OF WORK

### 1.0 Introduction

Marine Protected Areas (MPA's) and Marine Refuges (MR's) in Newfoundland and Labrador help protect important species and promote their survival and recovery (e.g. Greenland shark in Hopedale Saddle MR, Atlantic cod in Hawke Channel), their habitats and ecosystems, including unique and significant aggregations of corals.

### 2.0 Background

To meet the targets set out by the Government of Canada to protect 30% of Canada's lands and oceans by 2030, we have developed a program that works to understand and monitor MPA's and MR's and their adjacent waters along the coast of Newfoundland and Labrador. The primary objective is to conserve biodiversity through the protection of key species and their habitats, ecosystem structure and function, and scientific research.

### 3.0 Scope

The list below identifies key areas where we would be interested in conducting research during the term of the contract.

- Northeast Newfoundland Slope Closure (MR)
- Funk Island Deep Closure (MR)
- Hawke Channel Closure (MR)
- Hopedale Saddle Closure (MR)
- Hatton Basin (MR)
- Nunatsiavut areas of conservation interest
- Other areas of conservation interest within the Newfoundland and Labrador NAFO zones and up to adjacent MPAs or MRs to Newfoundland and Labrador's NAZO zones.

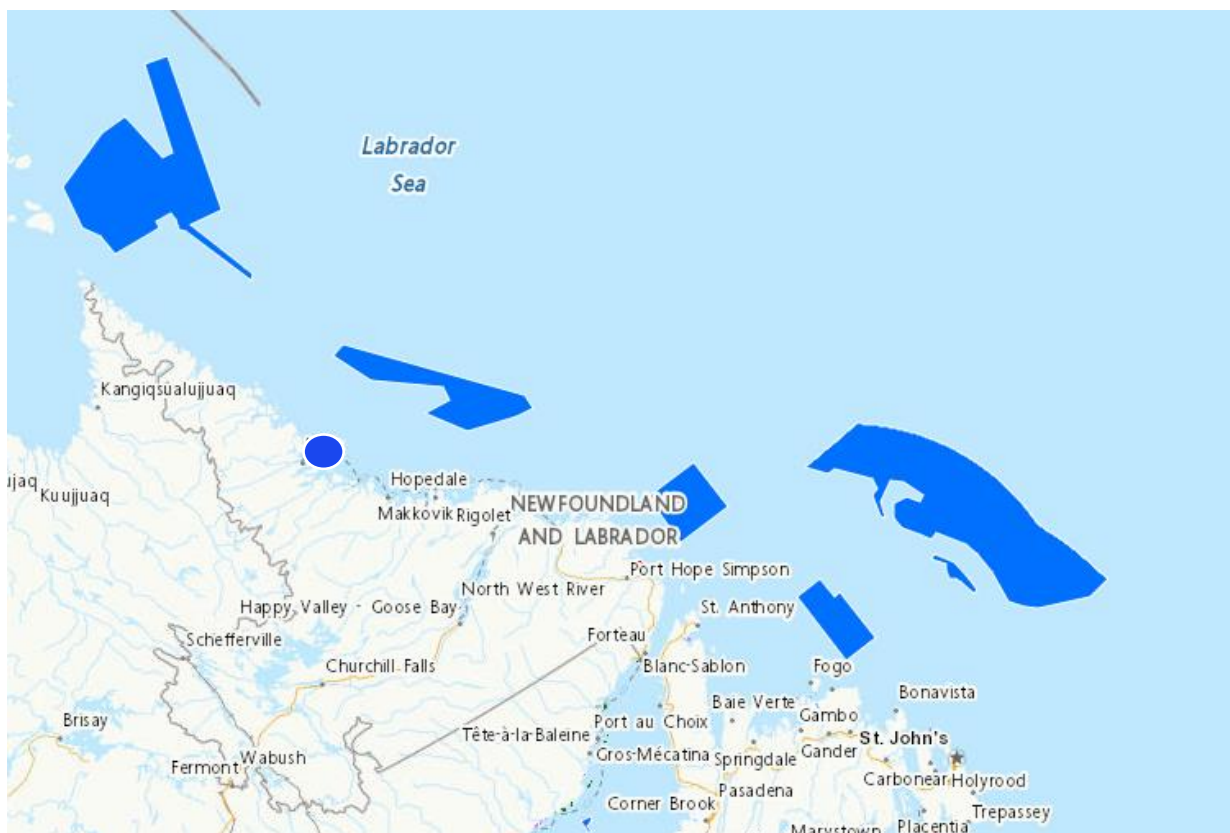




Figure 1. A subset of potential survey locations along the coast of Newfoundland and Labrador.

In addition to this list, we may be interested in studying any area adjacent to the identified locations, within 200kms. The Department of Fisheries and Oceans Canada (DFO) is seeking to contract a vessel of approximately 65ft (fishing vessel or small research vessel) to conduct scientific research within one or more of the MPA, MRs or areas of conservation interest listed above and adjacent areas. The vessel must be able to accommodate up to 4 scientific crew. This project will include at least 2 surveys of 10-20 days each (contract days paid will only include days on water, mobilization and demobilization, as well as any sea-trial time), using a variety of DFO-owned equipment including underwater cameras, a large rosette system used to collect water and oceanographic data, and pelagic nets. This project will also involve using different methods for catching Greenland Shark, a species of high conservation interest within MPAs and MRs. These methods can include longlines and/or bottom-reels and associated gear, which will be provided by the contracted vessel. A small skiff will be required to maneuver around shark for the tagging procedure. The survey will start mobilization at a port in either Nain or St. John's and will then begin transit to the study site, will remain in the study area for the duration of the survey, and at the end of the survey will transit back to the port of origin for demobilization. In the event of bad weather during the survey, the Scientist in Charge and the Captain of the vessel must consult with each other to determine the best course of action. A decision can be made to return to port and wait for the storm to pass or to end the survey early. The contractor is responsible for any associated docking and/or transportation fees if the vessel has to be repositioned to the nearest safe harbor. During the survey, science and vessel crew will be required to work on a 12 or 24hr basis as needed. It is the responsibility of the contractor to ensure that all crew is deemed fit for the proposed work and will be responsible for costs associated with disruptions to the work schedule due to inconveniences related to crew. Unused sea days prescribed in the schedule that were not used will not be paid, unless they are used at a later agreed upon date.

#### 4.0 Contract Requirement

The following is a list of requirements that will have to be met in order to maintain the contract. Failing to meet these could result in the termination of the contract.

- The vessel must depart from the port in Nain.
- The contractor must provide a vessel charter for DFO science personnel.
- The contractor must make available 1-2 days for sea-trials if deemed necessary.
- The vessel will be inspected for equipment and safety compliance prior to the start of the trip by DFO personnel.
- Contractor to provide 3 meals per day in addition to potable drinking water.
- Contractor must provide a workspace suitable to DFO personnel for eDNA operations and maintenance of electronics.
- Contractor to provide approximately 2500m of poly line for baited camera surveys, a highflyer, and surface buoys.
- Contractor to provide winch with approximately 2000m of cable.
- Contractor to provide necessary equipment for longlining.
- Contractor to provide a small (between 12 to 18 feet) skiff that will be used to deploy satellite tags on Greenland shark.
- Contractor to provide bottom reel (hydraulic or electric) that can be used to fish for Greenland shark in depths of 500-1000m.
- Contractor to provide pre-approved bait (example: squid or seal) for baited camera and longline operations.
- The contractor must accommodate and fully operate a 12 to 24-hour science personnel shift, day or night
- The contractor must assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
- The contractor must deploy/recover and assist with the deployment/recovery of scientific equipment according to information provided by the Scientist in Charge.



- The contractor must be capable of troubleshooting, repairing, and maintaining ship-supplied equipment (mechanical and all electronics).
- The contractor must provide a familiarization tour of the ship for new scientific personnel and inform them of safety equipment and procedures, ensuring the safety of equipment and personnel throughout duration of the contract, and provide safe working areas on the ship at all times.
- The contractor must ensure that all deck crew adhere to safety protocols and wear necessary PPE during operations.
- The contractor must provide a minimum of 2 ship-supplied deck crew to be available at all times to deploy/recover scientific equipment.
- The contractor must provide a clean, dry, accessible space for storage of scientific equipment.
- The contractor's vessel must be outfitted with an operational stabilization system to ensure the collection of high quality data.
- Since the vessel is departing from Nain, the contractor must supply an adequate storage area for scientific equipment necessary for upcoming work activities.
- The contractor's vessel common areas, berths and bathrooms must be cleaned and stocked with essential supplies (e.g. toilet paper) prior to the start of the survey.
- The Contractor must have up-to-date nautical charts for all the survey areas on board.
- The contractor must have a functional and accurate depth sounder.

## 5.0 Tasks

The Contractor must assist science personnel with the following:

- *Drop Camera Survey (defined below)*
- *Baited Camera Survey BRUV (defined below)*
- *eDNA collections (defined below)*
- *Mobile species sampling survey (defined below)*

### 5.1 Drop Camera Survey

A drop camera system (DFO-owned) will be deployed at every station during the surveys, using both the downward-looking SubC camera and oblique Sony camera. A marine crane will be required for deployment and retrieval of the frame (approximate weight of 500 lbs). The direction of each video transect will depend on the ship's drift, and will be discussed with the captain to follow a direction that works the best for the ship, in order to keep a relatively straight line. Using a depth sounder while approaching station, the Contractor and Scientist in Charge must survey the bottom prior to the deployment of the drop camera to ensure the seafloor is clear from any significant obstructions that may impact scientific equipment. The winch will be required to lower the drop camera, reducing speed and taking caution as approaching the seafloor. Camera descents and ascents may take up to 1.5hrs, depending on station depth. The winch operator will be able to tell that the camera is on bottom when the tensiometer on the winch cable indicates a sharp drop in tension, or the line goes slack. Science and deck crew will not allow extra line out as it could wrap around the camera and damage the equipment and/or affect the positioning of the system. Once the camera touches the seafloor, the winch operator will slowly lifting the system 1-2 m off bottom (or as directed by Scientist in Charge if the seafloor is not level). The science crew will provide instructions regarding when to lower or raise the platform, depending on the drift speed of the vessel and bottom type. Science crew will be required to stay near the operator and observe the procedure and assist as needed. The vessel crew will deploy the equipment, but the science team will be responsible for making sure that the deployment is going smoothly and according to plan. For instance, make sure that the drift waiting times are followed.

Science crew will make sure that both cameras are turned on before deployment and that batteries are sufficiently charged, since multiple deployments are expected back-to-back. Using the tablet-enabled GIS application will be particularly important. Science crew will make sure to use it during all deployments, for the entirety of each deployment to track the position of the ship more accurately. Obtaining the start and end positions (once on the seafloor) and depth from the bridge will be necessary. Camera footage will be





offloaded in an appropriate workspace for electronic equipment maintenance. Here, camera systems will be charged, cleaned, and prepped for each deployment.

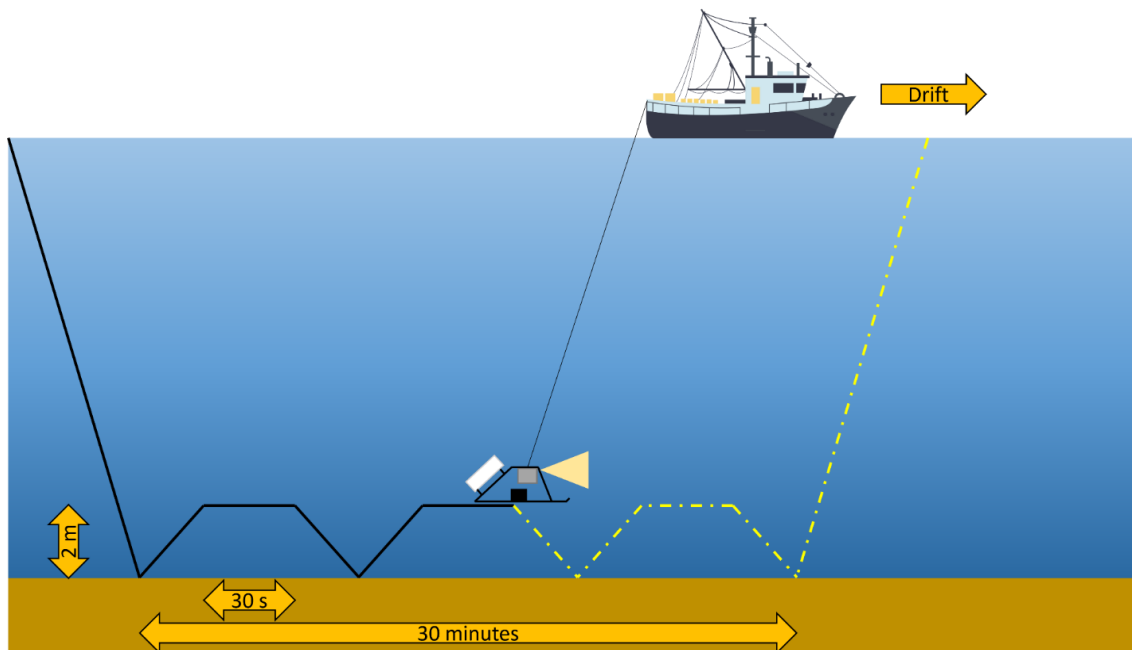


Figure 2. An illustration of the drop camera survey protocol. Note that the Scientist in Charge may make slight modifications to the timing and depth as needed.



Figure 3. Drop camera platform attachment. Weight is roughly 500lbs.

## 5.2 Baited Camera Survey (BRUV)

The baited camera consists of an aluminum platform fastened together by stainless steel bolts. It is equipped with weights to facilitate the descent to the seafloor and ensure the platform is oriented correctly. The platform is equipped with a battery, cables, lights, lasers, a camera, and bait. The bait is provided by the contractor, but the selection must be approved by the Scientist in charge. Typically, it consists of squid. The platform is linked to 5/8" poly rope (provided by contractor), using shackles, a swivel, and another shackle. The rope should be looped through the shackle and spliced through the mainline. About 25m from the platform, a quick link should be attached to the mainline, and should link an

additional weight to ensure two points of contact on the seafloor. This will reduce drag and dislocation of the frame caused by currents. The rope will be deployed freely, but with supervision to ensure it remains free of kinks or tangles. Once the platform is on bottom, deck hands will be instructed to add an additional 300m of rope. This will ensure that the surface floats are visible in the event that the platform is dislodged by currents and shifts to a deeper location. The deck hands will then attach a small subsurface float, followed by two large surface floats and a highflyer equipped with a strobe light. The highflyer will allow the vessel to use the radar to relocate the position of the platform for recovery. The frame can be recovered at night using the strobe light, though day time deployments are preferable. The Contractor must discuss any concerns about night time deployments with the Scientist in Charge prior to departure. The frame will be deployed for a pre-determined period of time ranging from 4-8 hours.

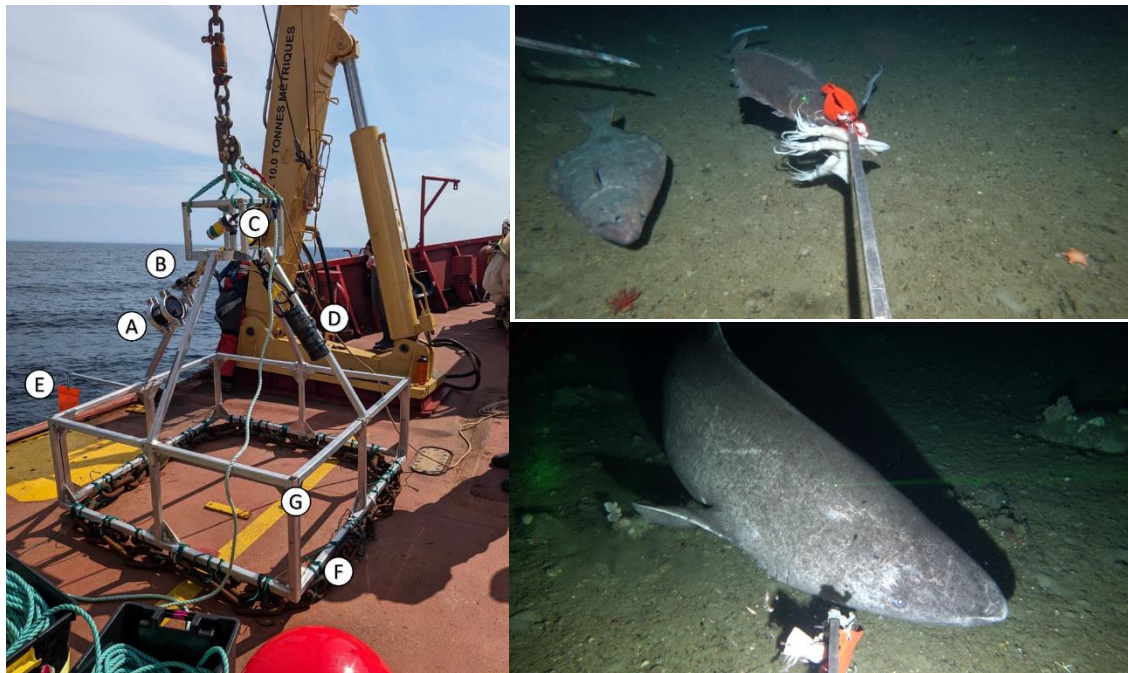


Figure 4. Baited camera platform and example of results.

### 5.3 Water Collection

Water collection using a CTD-Rosette provides useful data for characterizing water parameters, such as temperature, salinity, conductivity, and can be filtered to concentrate DNA fragments shed by a variety of marine organisms in the surrounding area. It is a very sensitive piece of equipment that requires controlled handling during the deployment and recovery. Sometimes, it is equipped with an Underwater Vision Profiler (UVP), which captures images of microscopic zooplankton while the CTD-Rosette is being lowered to the seafloor with the winch. Prior to deployment, the six collection bottles will be opened and decontaminated by the science crew. It is important that deck hands refrain from touching these bottles as it could introduce DNA and compromise results. The CTD-Rosette must be attached the winch cable using an appropriate shackle and swivel. The winch operator will lower the CTD-Rosette 2m below the surface and wait 2 minutes to allow for calibration. If the UVP is attached, the CTD-Rosette will then be lowered to 10m, rest for 2 minutes, and be brought back up to 2m for an additional 2 minutes. It will then be lowered to 20m off bottom; the CTD-Rosette must not make contact with the seafloor as it could compromise the sensitive (and expensive!) equipment. The science crew will communicate with the bridge regularly to confirm depth. Once 20m from bottom, the CTD-Rosette will rest for 2 minutes. It will then be brought up, stopping for 2 minutes at the pre-programmed bottle closure depths. During recovery, deck hands must monitor the status of the CTD-Rosette as it approaches the vessel to avoid contact with the vessel. Deck hands will be responsible for the safe and controlled recovery of the equipment. Once secured in a position suitable for science operations on ship, science crew will collect water, charge the



UVP, connect data transmission cables to offload the data and prepare the CTD for the next cast. Science crew must have access to a dry and clean workspace for this process.



Figure 5. CTD-Rosette submerged below surface for calibration.

#### 5.4 Mobile species sampling survey

Monitoring the distribution and behaviour of mobile species with high conservation interest, such as Greenland shark or Greenland halibut, is an important component to understand the dynamics occurring within MPAs and MRs. While there are different options available to sample mobile species, longlining has been an efficient solution for several species of interest. The gear selected to sample mobile species will be provided by the contracted vessel, but must be discussed with the Scientist in Charge to ensure that the technique will meet their data collection objectives in the least intrusive way. All equipment related to the capture of mobile species will be operated by trained crew, whether that be deckhands or scientists with the appropriate certifications. It is important for the Scientist in Charge and the Captain of the contracted vessel to discuss and agree upon a sampling procedure prior to departure. Science crew will handle the specimens for processing or tagging procedures, while deck hands may be instructed by the science crew to immobilize the specimen during these operations. The contracted vessel must provide an appropriate holding container for animals collected during the retrieval of gear. Recovering acoustic telemetry receivers and other mooring or telemetry devices will be required for this project. Acoustic receivers are used in several different areas, including freshwater riverine systems, estuaries, nearshore coastal waters, and offshore waters <500m. Research experience involving the navigation of rivers flowing into Nain Bay and Voisey's Bay is required due to the number of hazards in these areas.



**ANNEX "B" - BASIS OF PAYMENT**

For the provision of vessel charter services, including all associated costs, **excluding fuel**, necessary such as but not limited to insurance, repairs maintenance, food lodging, crew salary, etc required to carry out the work.

The bidder is required to submit firm prices below for the initial contract period and all subsequent option periods. The bidder must not alter the tables. Any response that includes altered tables will be declared non-responsive and will be excluded.

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 contractor will be paid a single payment, per contract year, at the completion of work.

**Tiebreaker Determination**

In the event, following a successful technical and financial evaluation, one or more (1) responsive bids have an equal total amount of points, the contract will be recommended for award to the bidder with the lowest all-inclusive price.

**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.

**Table 1: Initial Contract Period: Contract Award – March 31, 2025**

| Item #   | Description  | Estimated Level of Effort (a)         | Daily Rate (b)         | Total Extended Cost (a x b) |
|--|--|---------------------------------------|------------------------|-----------------------------|
| 1  | Mobilization and demobilization, equipment maintenance | 4 days<br>(12 hrs per day =48 hrs)    | \$ _____               | \$ _____                    |
| 2  | Sea Duty - Vessel Rate<br><br>**Exclusive of Fuel      | 24 days<br>(12 hrs per day = 288 hrs) | \$ _____               | \$ _____                    |
| 3  | Small vessel (16-20') rate                             | 14 days<br>(12 hrs per day = 168 hrs) | \$ _____               | \$ _____                    |
| <b>Total Extended Cost for evaluation purposes<br/>- Initial Contract Period</b><br><br><b>Customs duties included.<br/>Fuel and Applicable Taxes are extra.</b> |  |                                       | \$ _____<br><b>(A)</b> |                             |



**Table 2: First option year: April 1, 2025 – March 31, 2026**

| Item #   | Description  | Estimated Level of Effort (a)         | Daily Rate (b) | Total Extended Cost (a x b) |
|--|--|---------------------------------------|----------------|-----------------------------|
| 1  | Mobilization and demobilization, equipment maintenance | 4 days<br>(12 hrs per day =48 hrs)    | \$ _____       | \$ _____                    |
| 2  | Sea Duty - Vessel Rate<br><br>**Exclusive of Fuel      | 24 days<br>(12 hrs per day = 288 hrs) | \$ _____       | \$ _____                    |
| 3  | Small vessel (16-20') rate                             | 14 days<br>(12 hrs per day = 168 hrs) | \$ _____       | \$ _____                    |
| <b>Total Extended Cost for evaluation purposes<br/>- First Option Year</b><br><br><b>Customs duties included.<br/>Fuel and Applicable Taxes are extra.</b> |  |                                       | \$ _____       | <b>(B)</b>                  |

**Table 3: Second Option year: April 1, 2026 – March 31, 2027**

| Item #  | Description  | Estimated Level of Effort (a)         | Daily Rate (b) | Total Extended Cost (a x b) |
|---|--|---------------------------------------|----------------|-----------------------------|
| 1   | Mobilization and demobilization, equipment maintenance | 4 days<br>(12 hrs per day =48 hrs)    | \$ _____       | \$ _____                    |
| 2   | Sea Duty - Vessel Rate<br><br>**Exclusive of Fuel      | 24 days<br>(12 hrs per day = 288 hrs) | \$ _____       | \$ _____                    |
| 3   | Small vessel (16-20') rate                             | 14 days<br>(12 hrs per day = 168 hrs) | \$ _____       | \$ _____                    |
| <b>Total Extended Cost for evaluation purposes<br/>- Second Option Year</b><br><br><b>Customs duties included.<br/>Fuel and Applicable Taxes are extra.</b> |  |                                       | \$ _____       | <b>(C)</b>                  |



**Table 4: Third Option year: April 1, 2027 – March 31, 2028**

| Item #   | Description  | Estimated Level of Effort (a)         | Daily Rate (b) | Total Extended Cost (a x b) |
|--|--|---------------------------------------|----------------|-----------------------------|
| 1  | Mobilization and demobilization, equipment maintenance | 4 days<br>(12 hrs per day = 48 hrs)   | \$ _____       | \$ _____                    |
| 2  | Sea Duty - Vessel Rate<br><br>**Exclusive of Fuel      | 24 days<br>(12 hrs per day = 288 hrs) | \$ _____       | \$ _____                    |
| 3  | Small vessel (16-20') rate                             | 14 days<br>(12 hrs per day = 168 hrs) | \$ _____       | \$ _____                    |
| <b>Total Extended Cost for evaluation purposes - Third Option Year</b><br><br><b>Customs duties included. Fuel and Applicable Taxes are extra.</b> |  |                                       | \$ _____       | <b>(D)</b>                  |

**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 sea duty and stand-by operations.

The bidder must provide estimations of fuel consumption in table 5 below.

Table 1 is provided as an example only.

**Table 1 – EXAMPLE ONLY** – Estimated propulsion and power fuel usage and cost breakdown for bid submission.

| Vessel Operation/State    | (a)                            | (b)  | (c)   | (d)   | (e)  |
|---------------------------|--------------------------------|--|---|---|--|
|                           | Fuel Cost<br>(provided by DFO) | Estimated Total Mission Hours for initial period and all option Periods<br><br>(provided by DFO) | Propulsion Fuel Burn Rate (*l/hr)<br><br>(Bidder must complete) | Total Fuel (**L)<br><br>(d) = (b) x (c)<br><br>(Bidder must complete) | Total Fuel Cost<br><br>(e) = (a) x (d)<br><br>(Bidder must complete) |
| Sea Duty usage            | \$4 per liter                  | 250 hours  | 30 l/hr   | 7500 L  | \$30,000.00  |
| Total evaluated fuel cost |                                |  |   |   | \$30,000.00  |

\*l/hr = liters per hour



\*\*L = liters

**Table 5 - Propulsion and power fuel usage estimation.**

| Vessel Operation/State               | (a)                            | (b)  | (c)   | (d)   | (e)  |
|--------------------------------------|--------------------------------|--|---|---|--|
|                                      | Fuel Cost<br>(provided by DFO) | Estimated Total Mission Hours for initial period and all option Periods<br>(provided by DFO) | Propulsion Fuel Burn Rate (*l/hr)<br><br>(Bidder must complete) | Total Fuel (**L)<br><br>(d) = (b) x (c)<br><br>(Bidder must complete) | Total Fuel Cost<br><br>(e) = (a) x (d)<br><br>(Bidder must complete) |
| Sea Duty usage                       | \$ 2.24 per liter              | 2016 hours   | _____ l/hr  | _____ L   | \$ _____   |
| <b>(E) Total evaluated fuel cost</b> |                                |  |   |   | \$ _____   |

\*l/hr = liters per hour

\*\*L = liters

**For Evaluation Purposes - Total Evaluated Price:**

| Description  | Total Cost             |
|--|------------------------|
| <b>Table 1:</b> Initial Contract period: Sea Duty - Vessel Rate            | \$ _____<br><b>(A)</b> |
| <b>Table 2:</b> 1 <sup>st</sup> Option period: Sea Duty - Vessel Rate      | \$ _____<br><b>(B)</b> |
| <b>Table 3:</b> 2 <sup>nd</sup> Option period: Sea Duty - Vessel Rate      | \$ _____<br><b>(C)</b> |
| <b>Table 4:</b> 3 <sup>rd</sup> Option period: Sea Duty - Vessel Rate      | \$ _____<br><b>(D)</b> |
| <b>Table 5:</b> Total evaluated fuel cost                                  | \$ _____<br><b>(E)</b> |
| <b>Total all-inclusive evaluated price</b><br>(Excluding applicable taxes) | \$ _____               |
| <b>All prices do not include any applicable taxes</b>                      |                        |



## ANNEX "C" - EVALUATION CRITERIA

### MANDATORY REQUIREMENTS:

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 all of the mandatory criteria will be excluded from further consideration.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. If the vessel fails the inspection we will contact the 2<sup>nd</sup> ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or there are no more qualified bidders.

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

Bidders **must** provide proof of meeting each Mandatory Requirement, such as copies of certifications, licences, logbooks, diagrams, schematics, or photographs. Simply stating you meet the criteria does not constitute proof.

### For the Bidder's examples:

experience is to be used to demonstrate compliancy and should include the following information:

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and
- The name and contact information of the reference.

### Mandatory Technical Evaluation Criteria

Bidders are required to provide evidence that they clearly meet the Mandatory Requirements and fill out the table below.

| Item      | MANDATORY TECHNICAL CRITERIA  | Proposal page number |
|-----------|---|----------------------|
| <b>1.</b> | <b>BASIC VESSEL REQUIREMENTS</b>  |                      |
| <b>1a</b> | The vessel must be greater than or equal to 64'11" in length.<br><br>Vessel schematics or images must be submitted as proof.  |                      |
| <b>1b</b> | The vessel must be suitable for multi-day offshore work in proposed locations.<br><br>Previous projects examples using the specified vessel must be submitted as proof.   |                      |
| <b>1c</b> | The contractor must be available to conduct work for a total period of 24 days during the months of June, July, August, September, and October.<br><br>The bidder must provide a written attestation confirming their |                      |





| Item      | MANDATORY TECHNICAL CRITERIA  | Proposal page number |
|-----------|---|----------------------|
|           | availability.   |                      |
| <b>2.</b> | <b>WORKSPACE REQUIREMENTS</b>   |                      |
| <b>2a</b> | <p>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).</p> <p>Vessel schematics or images showing dimensions must be provided as proof.</p>                        |                      |
| <b>2b</b> | <p>The vessel must have a minimum of 4 m by 4 m (12 ft x 12 ft) deck space clear of other materials for deep sea camera platforms and other scientific equipment</p> <p>Vessel schematics or images showing dimensions must be provided as proof.</p> |                      |
| <b>2c</b> | <p>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 dry equipment storage (not necessarily all in one area).</p> <p>Vessel schematics or images showing dimensions must be provided as proof.</p>        |                      |
| <b>2d</b> | <p>The vessel must have a minimum of 1m by 0.5m by 1m space with access to power for the charging of electronics.</p> <p>Vessel schematics or images showing dimensions must be provided as proof.</p>  |                      |
| <b>2e</b> | <p>The vessel must have enough berths to accommodate a minimum of 3 scientific personnel.</p> <p>Vessel schematics or images must be provided as proof.</p>   |                      |
| <b>3</b>  | <b>OTHER VESSEL REQUIREMENTS</b>  |                      |
| <b>3a</b> | <p>The vessel must have a marine-grade winch with at least 2000m of heavy duty cable or rope, must be able to support at least 2000lbs or more with a functional line counter.</p> <p>The bidder must provide pictures as proof.</p>                  |                      |
| <b>3b</b> | <p>The vessel must have a small skiff available for offshore scientific operations that must be carried out closer to the surface of the water near the vessel.</p> <p>The bidder must provide pictures as proof.</p>                                 |                      |
| <b>3c</b> | <p>The vessel must provide a work table near the CTD-Rosette for water filtration.</p> <p>The bidder should provide pictures as proof.</p>  |                      |
| <b>3d</b> | <p>The vessel must provide a bottom reel suitable to haul up to 200kg (for Greenland shark).</p> <p>The bidder should provide pictures as proof.</p>  |                      |
| <b>3e</b> | <p>The vessel must provide necessary equipment for longlining in up to 1500m of water.</p> <p>Examples of acceptable equipment:</p>   |                      |



| Item | MANDATORY TECHNICAL CRITERIA  | Proposal page number |
|------|---|----------------------|
|      | <ul style="list-style-type: none"> <li>- Lead line, ganglions, swivels, and hooks</li> <li>- Commercial long line set up</li> </ul> <p>The bidder must provide pictures as proof.</p>   |                      |
| 3f   | <p>The vessel must provide sea-worthy crew available to accommodate a 12 to 24hr science personnel shift (day or night).</p> <p>The crew members must have at least two years of experience in offshore scientific surveys.</p> <p>Project examples must be submitted as proof.</p>   |                      |
| 3g   | <p>The vessel must be outfitted with stabilizers.</p> <p>The bidder must provide pictures as proof.</p>   |                      |
| 3h   | <p>The vessel must have up-to-date nautical charts and a functional and accurate depth sounder.</p> <p>The bidder must provide pictures as proof.</p>   |                      |
| 3i   | <p>The vessel must have a sea crane able to lift up to 1 metric ton.</p> <p>The bidder must provide pictures as proof.</p>  |                      |
| 3j   | <p>The vessel must be outfitted with a hydraulic crab hauler and block for deployments and retrievals over the side of the vessel.</p> <p>The bidder must provide pictures as proof.</p>  |                      |
| 3k   | <p>The Contractor must have a small vessel measuring between 16 and 20' equipped with an outboard motor of at least 60hp for acoustic telemetry receiver retrieval. The contractor must be able to comfortably and safely navigate this vessel in freshwater and estuarine systems surrounding Nain and Voisey's Bay.</p> <p>The bidder must provide pictures as proof. Examples of work conducted in Nain and Voisey's Bay should be listed, along with a reference.</p> |                      |
| 3l   | <p>The vessel must provide at least 2500m of poly rope, 2 highflyers and 6 surface buoys for baited camera deployments</p> <p>The bidder must provide pictures as proof.</p>  |                      |



**Point Rated Technical Criteria**

**Evaluation Instructions – Point Rated Technical Criteria**

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

**Point Rated Criteria (R)**

Proposals submitted for this requirement should clearly demonstrate that the Bidder meets all of the Point Rated Criteria.

**\*For the Bidder’s examples and for each of the proposed resources, experience must be used to demonstrate compliancy and should include at a minimum the following information:**

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and
- The name and contact information of the reference.

**Bidders must clearly address each criterion in sufficient depth to permit a complete analysis and assessment by the evaluation team.**

|          | <b>POINT RATED TECHNICAL CRITERIA</b>   | <b>Points available</b> | <b>Proposal page number</b> |
|----------|---|-------------------------|-----------------------------|
| <b>1</b> | <p>Either the Vessel Master or a Vessel Operator has experience of multi-day offshore scientific research expeditions.</p> <p><i>To demonstrate the experience the bidder should provide written description of relevant experience and contact information for a reference from a scientific personnel for at least one trip.</i></p> <p><b>1-5 trips: 5 points</b></p> <p><b>6-10 trips: 10 points</b></p> <p><b>11-15 trips: 15 points</b></p> <p><b>16-20 trips: 20 points</b></p> <p><b>Over 20 trips: 25 points</b></p> | <b>25</b>               |                             |
| <b>2</b> | <p>The bidder demonstrates a deep understanding of the marine ecosystem and processes surrounding the coast of Nunatsiavut, through scientific and/or traditional knowledge.</p> <p><i>Bidders should provide a CV demonstrating their experience with project examples, scientific publications, engagements, awards, or other relevant material/references. Example of what</i></p>   | <b>15</b>               |                             |



|          | <b>POINT RATED TECHNICAL CRITERIA</b>   | <b>Points available</b> | <b>Proposal page number</b> |
|----------|---|-------------------------|-----------------------------|
|          | <p><i>is considered sufficient:</i></p> <p>Minimal understanding:</p> <ul style="list-style-type: none"> <li>- Navigated through their Marine Zone</li> <li>- Little to no experience collecting scientific data in that area (1-2 trips)</li> </ul> <p>Moderate understanding:</p> <ul style="list-style-type: none"> <li>- Can describe bathymetry in certain areas</li> <li>- Can provide insight on substrate type prior to the trip</li> <li>- Can anticipate which areas are more likely to be productive</li> </ul> <p>Deep understanding:</p> <ul style="list-style-type: none"> <li>- Can describe seasonal patterns relevant to biodiversity, species distribution, or environmental change</li> <li>- Can predict the outcome of techniques described in the SOW and anticipate difficulties that could arise from sampling in a particular area</li> <li>- Uses multi-generational knowledge to contribute to the conceptualization of survey designs or assist with the interpretation of results</li> <li>- Demonstrates interest in attending meetings about the analysis or publication of results, engages with CLCA beneficiaries about the research and implications</li> </ul> <p><b>1-2 examples/refs: 5 points</b></p> <p><b>3-4 examples/refs: 10 points</b></p> <p><b>Over 5 examples/refs: 15 points</b></p> |                         |                             |
| <b>3</b> | <p>The bidder has experience deploying and retrieving <b>all</b> the equipment listed in the Statement of Work – 5.1 Drop camera, 5.2 Baited camera, 5.3 CTD-Rosette, 5.4 Longline, and 5.5 acoustic telemetry receiver retrieval in riverine, coastal and offshore habitats within the last 2 years.</p> <p><i>Bidders should provide a CV demonstrating their experience and contact information for a reference from a scientific personnel.</i></p> <p><b>1-10 days of experience: 5 points</b></p> <p><b>11-20 days of experience: 10 points</b></p>   | <b>15</b>               |                             |



|          | <b>POINT RATED TECHNICAL CRITERIA</b>   | <b>Points available</b> | <b>Proposal page number</b> |
|----------|---|-------------------------|-----------------------------|
|          | <b>Over 20 days of experience: 15 points</b>  |                         |                             |
| <b>4</b> | The Contractor has experience working with the Nunatsiavut Government.<br><br><i>Bidders should provide a description of the work and contact information for a reference from the Nunatsiavut Government.</i><br><br><b>1+ project</b> | <b>5</b>                |                             |
|          | Minimum required points   | <b>30</b>               |                             |
|          | Total points available  | <b>60</b>               |                             |



## ANNEX "D" – INSURANCE CONDITIONS

### Marine Liability Insurance

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