



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

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

**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 Biological Science Southeastern Hudson Bay Ecosystem Assessment		Date May 19, 2023
Solicitation No. / N° de l'invitation 30004304		
Client Reference No. / No. de référence du client(e) 30004304		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : June 18, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Terri Jones, Contracting Officer Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci		Delivery Offered / Livraison proposée
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone 506-461-3743		Facsimile No. / No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature		Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut

1.3.1 Nunavut Land Claims Agreement (NLCA)

Nunavut Directive

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a) Increase participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b) Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c) Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

Inuit Benefits Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "C" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

1. Inuit employment (either directly or through subcontractors);
2. Inuit training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "C" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.



Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex “C” (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

This solicitation is limited for bidding among firms registered on the Inuit Firm Registry (IFR). For additional information, see Part 5 Certification and Additional Information.

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 or by telephone.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 **Quebec**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I:** **Technical Bid** (one soft copy in PDF format)
Section II: **Inuit Benefits Plan (IBP)** (one soft copy in PDF format)
Section III: **Financial Bid** (one soft copy in PDF format)
Section IV: **Certifications** (one soft copy in PDF format)

Important Note:

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

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

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

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

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

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

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

Section I: Technical Bid

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



Section II : Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the work.

Section III: Financial Bid

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

Section IV: Certifications

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "F"

4.1.1.2 Point Rated Technical Criteria

Refer to Annex " F "

4.1.1.3 Inuit Benefit Point Rated Evaluation

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 Nunavut Directive: Highest combined rating of Inuit Benefits Plan commitment, technical merit, and price – limited to Inuit Firm Registry

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. obtain the required minimum points specified *R1* for the technical evaluation,
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, technical merit and price. The ratio will be 20% for the total IBP merit, 65% for the technical merit and 15% for 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 65.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 15% as follows: lowest evaluated price / bid price, multiplied by the ratio of 15.



6. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
7. The total IBP merit score is the combined sum total of all individual IBP merit scores.
 - i. Inuit Employment 15%
 - ii. Inuit Ownership (Contractor and subcontractors) 15%
 - iii. Location in the Nunavut Settlement Area (NSA) 5%
8. For each responsive bid, the total IBP merit score for each criterion, the technical merit score and the pricing score will be added to determine its combined rating.
9. 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 total IBP merit score, technical merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 35/40/25 ratio of total IBP merit score, technical merit score, and pricing score, respectively. In the example below, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 5%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.



Table 1: Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (20%), Technical Merit (65%), and Price (15%).				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		90/100	85/100	95/100
Bid Evaluated Price		\$16,000	\$17,000	\$20,000
Inuit Benefits Plan	Inuit Employment Score	31.75/65	32.75/65	33.75/65
	Inuit Training Score	5/15	10/15	15/15
	Inuit Ownership Score	15/40	35/40	25/40
	Location in NSA Score	10/10	10/10	10/10
Calculations: Technical Merit & Price	Technical Merit Score	90/100 x 65 = 58.5	85/100 x 65 = 55.25	95/100 x 65 = 61.75
	Pricing Score	16/16 x 15 = 15	16/17 x 15 = 14.12	16/20 x 15 = 12
Calculations: Total IBP Merit Score	Inuit Employment Merit Score	31.75/65 x 10 = 4.88	32.75/65 x 10 = 5.04	33.75/65 x 10 = 5.19
	Inuit Training Merit Score	5/15 x 10 = 3.33	10/15 x 10 = 6.66	15/15 x 10 = 10
	Inuit Ownership Merit Score	15/65 x 10 = 2.30	35/65 x 10 = 5.38	25/65 x 10 = 3.85
	Location in NSA Merit Score	10/10 x 5 = 5	10/10 x 5 = 5	10/10 x 5 = 5
Combined Rating		89.01	91.45	87.79
Overall Rating		2nd	1st	3rd



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at



the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

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 Limited to Firms on the Inuit Firm Registry (IFR)

- a. Only Bidders registered on the [Inuit Firm Registry \(IFR\)](#) may qualify for contract award.
- b. Bidders must be registered on the IFR by bid closing. If a bidder is not registered on the IFR by that time, their bid will be declared non responsive and given no further consideration.
- c. Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.

5.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.4.1 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:

5.2.5 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Print Name

Signature

Date

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

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

Signature

Print Name of Signatory



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

Requirements

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

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

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the work in accordance with the Statement of Work at Annex “A”.

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

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

6.3.1.2 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 with a cc to: [\[insert the name of the Project/Technical Authority and the AP Coder\]](#). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);



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

6.3.2 Disclosure of Information

1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information
2. The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.



6.3.3 Implementation of the Inuit Benefits Plan

Nunavut Directive: Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "D" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Nunavut Directive: Third party independent professional

1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the
3. Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
4. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
5. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third



party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.

6. If the independent professional confirms that the Contractor has not met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
7. Nothing in this section limits any other remedy or action available to Canada under this contract.

Nunavut Directive: Inuit Benefit Plan deviations

1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to September 30, 2024.



6.5 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Terri Jones
Title: Procurement Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6

Telephone: 506-461-3743
E-mail address: 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.

6.6.2 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.

6.6.3 Contractor's Representative (to be inserted at contract award)

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

Telephone: _____
E-mail address: _____



6.7 Proactive Disclosure of Contracts with Former Public Servants

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

6.8 Payment

6.8.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex “ B ”, to a limitation of expenditure of \$_____ (*insert the amount 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: \$_____ (*insert the amount at contract award*).

Total Estimated Contract Price : _____ (*insert the sum of the firm price and the limitation of expenditure*), Applicable Taxes extra.

6.8.2 Limitation of Expenditure

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



6.8.3 Methods of Payment

6.8.3.1 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

6.8.4 IBP Holdback

6.8.4.1 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

6.8.4.2 If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.

6.8.4.3 An “IBP Holdback” is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.

6.8.4.4 In determining whether to apply an IBP Holdback, Canada may consider, among other things:

- a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
- b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
- c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.

6.8.4.5 In determining the value of an IBP Holdback, Canada may consider various elements, including:

- a. the value of the Contractor's IBP obligations;
- b. the weight of the IBP in the bid evaluation; or
- c. the past and ongoing performance of the Contractor in delivering IBP obligations.

6.8.4.6 The total value of the IBP Holdback shall not exceed 15% of the total contract value.

6.8.4.7 Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:

- a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
- b. that the Contractor has since delivered all or at least a portion of the IBP obligations;

Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.



6.8.5 Electronic Payment of Invoices – Contract

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

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

6.9 Invoicing Instructions

- 6.9.1 Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.9.2 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: *[insert the name of the Project/Technical Authority and the AP Coder]* and provides the required information as stated in subsection 6.9.1 above.

6.10 SACC Manual Clauses

SACC Manual clause [A7017C](#) (2008-05-12), Replacement of Specific Individuals
SACC Manual clause [A8501C](#) (2014-06-26), Vessel Charter – Contract
SACC Manual clause [A9141C](#) (2008-05-12), Vessel Condition
SACC Manual clause [A8501T](#) (2014-06-26) Vessel Charter – Tender

6.11 Certifications and Additional Information

6.12 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.

6.13 Registered on the Inuit Firm Registry (IFR)

The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.

6.14 Applicable Laws

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



6.15 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 conditions 2010B (2022-12-01), General Conditions; (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Inuit Benefits Plan
- (f) Annex D, Insurance Conditions
- (g) Annex E, Additional Vessel charter conditions
- (h) Annex F, Evaluation Criteria;
- (i) the Contractor's bid dated _____ (*insert date of bid at the time of contract award*)

6.16 Insurance – Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.17 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.



- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.18 Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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

6.19 Licensing

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



ANNEX "A" STATEMENT OF WORK

1. SCOPE

1.1. Objective:

This requirement includes provision of a ship and crew, as well as handling of permits, certifications and providing logistics support for readying the ship for work in Hudson Bay waters mobilization to/from the study area, fueling, and any crew changes.

1.2. Background:

We aim to study 10 sites around the Belcher Islands in later August/ early September 2023 to measure abundance of fish, scallops and other invertebrates, as well as environmental conditions and food sources that support these animals. This will involve: towing nets through the water column and along the sea-floor at each site to collect invertebrates and fish; collecting water to measure water characteristics (temperature, salinity, acidity/alkalinity, nutrients, and phytoplankton abundance) at various depths throughout the water column; and collecting sediment and invertebrates from the sea-floor. This work will provide estimates of fish and invertebrate abundance and diversity, potential shell stress from ocean acidification (scallops), and feeding relationships between invertebrates and fish (food web). In addition, oceanographic moorings will be retrieved and deployed during the surveys to collect data all year round.

2. REQUIREMENT:

2.1. Scope of Work:

The contractor will provide a ship, capable of operating in the Arctic summer to perform scientific survey and deploy scientific equipment.

The Captain and First Mate need to be aware of the nature of random scientific survey work, the need for consistent deployment of gear within and between tows. They also need to record data related to the performance of the gear, deployment locations and times if called upon to do so (i.e., speed-over-ground, depth, door spread, trawl height, time on-off bottom, geographic coordinates). The Contractor will take all risks in connection with gear damage or loss. The Captain of the vessel exercises overall responsibility for the ship. The Chief Scientist is responsible for the scientific program and will work together with the Captain to agree on sampling stations.

2.2. Tasks:

1. Mobilization. Gear-up and outfitting of the ship for the scientific survey.
2. Transit to and from the study area in the southeastern Hudson Bay (late-August to early September). Departure and return port is Saniquilluaq.
3. Scientific survey. To be completed in southeastern Hudson Bay by early September (2023 and 2024).
4. Demobilization. To be completed immediately upon return to the vessel's home port at the end of the survey.



2.3. Deliverables and contractor responsibilities:

The contractor must provide the logistics and permitting:

The contractor must handle permitting and regulations associated with operating a fisheries research vessel in Canadian waters.

1. The contractor must crew the vessel with personnel that match the operational requirements of the program.
2. The contractor must work with DFO to develop and implement safety protocols associated with the field program.
3. The contractor must conduct sea trial(s), prior to departure to the Arctic, to calibrate equipment and to test compatibility of vessel, crew, and equipment.
4. The contractor must handle logistics regarding moving the ship to/from the survey area, overwintering (if necessary), fueling and crew changes..
5. The contractor must source and secure additional equipment, to DFO specifications, to ensure that the vessel meets the operational requirements of the program.

2.4 Deliverables and Acceptance Criteria:

1. The contractor must provide a ship, equipped for stern trawling, and capable of operating in light summer sea ice in the Arctic.
2. The contractor must provide the ship's personnel.
3. The contractor must provide fishing equipment (excluding nets).
4. The contractor must provide a crane and winches, or A-frame, suitable for deploying a CTD sensor (e.g., Seabird model 25) with 24-bottle rosette, 0.5 x 0.5 m box-core and plankton nets up to 75 m depth.
5. The contractor must provide fully functional science "wet-lab" equipped to accommodate electronic equipment (i.e., electrical outlets) and processing of fish, invertebrate and water samples (i.e., water source, sink, waterproof countertops, access to electrical, etc.) and fish holds for experiments.
6. The contractor must provide a fume-hood.
7. The contractor must provide freezers and fridge to store and preserve collected samples.
8. The contractor must provide fishing equipment (excluding nets).
9. The contractor must provide meals, accommodations, and work space for a minimum of ten (10) scientific staff.
10. The Captain of the vessel exercises overall responsibility for the ship, equipment not owned by DFO, and safety of its crew and science personnel.

2.4. Support Provided by Canada:

1. Canada will provide scientific personnel, including a chief scientist.
2. Canada will provide all sampling equipment, excluding the ship's equipment described in the contract.
3. Canada will provide a study plan, standard operating procedures and safety plan prior to each field season.
4. The Chief Scientist is responsible for direction, quality, and oversight of the scientific program, associated equipment (not owned by the contractor) and will work together with the Captain to agree on sampling stations and safe procedures.

2.5. Timeframe and Delivery Dates:

Conduct scientific survey up to 20 days(late Aug to early Sep) in southeastern Hudson Bay.



**ANNEX "B"
BASIS of PAYMENT**

The rates specified below, when quoted by the Bidder, include the total estimated all-inclusive cost that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation.
- b. Travel between the successful bidder's place of business and the work sites; and
- c. The relocation of resources to satisfy the terms of any resulting contract.

Customs and duties are included and applicable taxes are extra.

Vessel Name: _____

Captain Name: _____

Contract Period One – August 1, 2023 to September 30, 2023

Table 1A: Daily Operations

No.	Description:	Firm Daily Rate (A)	*Estimated Quantity (to a maximum of) (B)	Extended Total (C) = A x B
1	All-inclusive Vessel Charter and Crew Daily Rate	\$ _____	8 Days	\$ _____
Total estimated all-inclusive price (excluding taxes)				\$ _____

TABLE 1B – Daily Operations Fuel Charges:

Column D total will form part of the price evaluation. Bidder must complete column A and D Lot Price

	Column A Propulsion Fuel Burn Rates (bidder must complete)	Column B Unit of Measure	Column C Quantity	Column D Lot price Columns "A" x "C"
1	_____	Litres per 24H at 10 knots at an assumed cost of \$1.537 per litre	93	\$ _____
Total (Table D)				\$ _____ extra



Contract Period Two – August 1, 2024 to September 30, 2024

Table 2A – Daily Operations

No.	Description:	Firm Daily Rate (A)	*Estimated Quantity (to a maximum of) (B)	Extended Total (C) = A x B
1	All-inclusive Vessel Charter and Crew Daily Rate	\$ _____	20 Days	\$ _____
Total estimated all-inclusive price (excluding taxes)				\$ _____

TABLE 2B – Daily Operations Fuel Charges:

Column D total will form part of the price evaluation. Bidder must complete column A and D Lot Price

	Column A Propulsion Fuel Burn Rates (bidder must complete)	Column B Unit of Measure	Column C Quantity	Column D Lot price Columns "A" x "C"
1	_____	Litres per 24H at 10 knots at an assumed cost of \$1.537 per litre	93	\$ _____
Total (Table D)				\$ _____ extra

* The inclusion of volumetric data in this document 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.



Annex “C” INUIT BENEFITS PLAN

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex C.

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

Key Terms

1. **Eligible Inuit Employee (EIE)** is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnigavik.com/>) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

https://www.tunnigavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. **Inuit Firm Registry (IFR) Firm** (contractor/supplier/subcontractor) is:
 - a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunnigavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.



INUIT EMPLOYMENT

Commitment Table 1 – EIE Commitment

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE and non-EIE for that position for the work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIE and non-EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff.**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

1-A EIE

Phase one (1)

ITEM	Employment Type / Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE -1		\$		\$
EIE -2		\$		\$
EIE - 3		\$		\$
Total EIE for phase one (1)				

Phase two (2)

ITEM	Employment Type / Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE -1		\$		\$
EIE -2		\$		\$
EIE - 3		\$		\$
Total EIE for phase two (2)				



	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor)		
Total EIE for all phases		(A1)	\$		(A2)
Total non-EIE for all phases		(B1)	\$		(B2)
Total EIE and non-EIE hours for all phases (A+B=C)		(C1)	\$		(C2)
% Commitment for EIE Hours (A/C) x 100	%	(D1)		%	(D2)

IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in Annex C.</p> <p>Bidders must clearly indicate where in their proposal this information has been provided.</p>

INUIT OWNERSHIP

Commitment Table 2 – Inuit Ownership Commitment

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

2-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Phase One (1)

Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this phase	\$
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Phase Two (2)

Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this phase	\$
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Total Dollar Value of IFR (Contractor/Subcontractor/Supplier) for all phases	\$	(F)
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IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation in Annex C.</p> <p>Bidders must clearly indicate where in their proposal this information has been provided.</p>

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Commitment Table 3 – NSA Location Commitment

3-A Location of Business in the NSA

Phase one (1)

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and



INUIT BENEFITS PLAN EVALUATION

Commitment Tables

Bidders should fill out the commitment tables for each criteria at Annex “C” to be awarded points, adding lines to such tables as need be.

Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled “Basis of selection”.

Score Calculations for IBP Commitments

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

EXAMPLE

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment	5	3	2
	Total points available = 5	$45/60 \times 5 = 3.75$	$60/60 \times 5 = 5$	$35/60 \times 5 = 2.92$
1.2	EIE Dollar Value Commitment	\$5000	\$5500	\$6000
	Total points available = 5	$\$5000/\$6000 \times 5 = 4.17$	$\$5500/\$6000 \times 5 = 4.58$	$\$6000/\$6000 \times 5 = 5$
1.3	EIE IBP Commitment Implementation	See “Score Calculations for IBP Commitment Implementation”		
	Total points available = 20	0	10	20
Inuit Employment Score (30 Points available):		7.92/30	19.58/30	27.92/30

Evaluation of IBP Commitment Implementation

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the “IBP Commitment Implementation” section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.



Score Calculations for IBP Commitment Implementation

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

INUIT EMPLOYMENT

EMPLOYMENT OF EIE This criterion is worth 15% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A at Annex C.		
1.1	<p>EIE – Hours Commitment</p> <p>Bidders will be evaluated on their commitment to employ EIE, in carrying out the work as compared to the number of hours that will be performed by non-EIE. The percentages identified below relate specifically to EIE hours as a percentage of total hours, regardless of whether performed by the Contractor or subcontractor staff, or both.</p> <p>Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p>INUIT TRAINING AND SKILLS DEVELOPMENT: Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work. This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects.</p> <p>0-100% of total training and skills development hours = 0 - 30 points. Points will be assigned based on a percentage % of the total points available: ____% (Training & Skills Development Commitment) x total points available</p> <p><i>Example:</i> <i>Bidder commitments 25% of training and skills development hours will be allocated to Inuit = 25% of total points (30)</i> <i>25 % x 30 = 7.5 points</i></p> <p>EIE Hour Commitment _____ %</p> <p>*This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion</p>	/30



1.2	<p>EIE – IBP Commitment Implementation</p> <p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.</p> <p>The following is information required, at a minimum, to demonstrate Inuit labour commitments:</p> <ul style="list-style-type: none"> • the sustainability of the jobs; • human resource strategies for retention, succession planning and staff management • To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship, trade and occupations certification Unit (https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification). <ul style="list-style-type: none"> • Information relevant to the criterion was not submitted. Receives 0% of the points assigned to the criteria. (0 points) • If the bidder provides a plan for the sustainability of the EIE they will receive 50% of the points assigned to this criterion. (0 - 10 points) • If the bidder provides a human resource strategies for retention, succession planning and staff management they will receive an additional 50% assigned to the criterion. (0 – 10 points) • The bidder must provide both a plan for sustainability of EIE and human resource strategies for retention, succession planning and staff management to receive 100% of the points assigned to this criterion. (0 – 20 points) 	/20
Total Points Available for the Employment of EIE		/50



INUIT OWNERSHIP

<p>This criterion is worth 15% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 2-A at Annex C.</p>		
2.1	<p>INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS): Bidders are requested to demonstrate the use of IFR contractor/subcontractors/suppliers in carrying out the contract. Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>An IFR contractor/sub-contractors/suppliers must meet the following criteria: An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. Points will be assigned based on a percentage of the total points available:</p> <p>Commitment to 0-4 IFR registered companies = 0 - 30 points. <i>Example:</i> 2 Companies Registered with IFR 50% x 30 = 15 assigned points</p> <p>*This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.</p>	/30
2.2	<p>Inuit Ownership - IBP Commitment Implementation</p> <p>Bidders must provide a written plan of engagements, measures, and proposed procedures for their delivery on the Inuit Ownership of sub-contractor criteria.</p> <p>The following is information required, at a minimum, to demonstrate Inuit ownership commitment</p> <ul style="list-style-type: none"> • Engagements with IFR subcontractors which may include confirmation of contract period or signed pre-contract. (0 – 10 points) <p>If the Contractor provides a written plan of engagements, measures, and proposed procedures for their delivery on the Inuit Ownership of sub-contractor criteria they will receive 100% of the points for this criterion. The plan must demonstrate, at a minimum, that they engaged with IFR subcontractors.</p>	/10
<p>Total Points Available for Inuit Ownership of sub-contractors</p>		<p>/40</p>



LOCATION IN THE NUNAVUT SETTLEMENT AREA

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 5% of the bid evaluation points available IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 3-A at Annex C.		
2.3	<p>NSA Location – Commitment</p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 100 points will be assigned for this criterion. 50 for the Contractor and 50 for the sub-contractors and suppliers.</p> <p>Points will be assigned as follows:</p> <p>Contractor (100 points [if Contractor only] / 50 points [Contractor and subcontractors/suppliers]):</p> <ol style="list-style-type: none"> 1. Head Offices (30 points) 2. Other Staffed Facilities (20 points) <p>Subcontractors and/or Suppliers (50 points):</p> <ol style="list-style-type: none"> 1. Head Offices (30 points) 2. Other Staffed Facilities (20 points) <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> • a description of the locations, including addresses. 	/100
Total Points Available for Inuit Location		/100



ANNEX "D" INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans 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 insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - 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.

Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "E"
ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
 - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the



Fisheries Act of Canada or any other statute, law or regulation of Canada.

10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



ANNEX "F"
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 the mandatory criteria will be excluded from further consideration.

The proponent may 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.

IMPORTANT NOTE:

Bidder must be able to supply requested information as requested to confirm the contract.

No.	Mandatory Criteria	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
Vessel Certification and Documentation		
M1	The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.	
M2	The Bidder must provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.	
M3	The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watchkeeping (STCW Basic Safety).	
M4	The Bidder must provide a copy of the vessel's Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.	
M5	The Bidder must clearly demonstrate that the Vessel is equipped for continuous operations for a period of up to 20 days (e.g., endurance range of Vessel, provisions, water making system, etc.).* plans to be submitted in writing	
M6	The Bidder must clearly demonstrate that the Vessel can accommodate a minimum of 10 scientific personnel (individuals consisting of both genders) for the duration of the mission. * details to be submitted in writing	
M7	The Bidder must clearly demonstrate that the Vessel is equipped with oceanographic winch with a minimum of 650m of mono-conductor electromechanical cable; and a	



	marine crane or A-frame to launch and recover oceanographic equipment (i.e. CTD-Rosette) and nets (bottom trawl). * details to be submitted in writing	
M8	The Bidder must clearly demonstrate that the Vessel is equipped with a Fume Hood onboard. * details to be submitted in writing	
M9	The Bidder must clearly demonstrate that the Vessel is equipped with either interior or containerized laboratory space on deck for sample processing. * details to be submitted in writing	
M10	The Bidder must demonstrate that the Vessel is equipped with a -80 °C freezer with 3 ft ³ of storage space or have sufficient dry space to accommodate a DFO supplied -80 °C freezer (95x70x170cm). * details to be submitted in writing	