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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000068983</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-06-30</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2023-08-02</p>	<p>Time Zone – Fuseau horaire PDT</p>	
	<p>F.O.B – F.A.B Not Applicable</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble Heidi.Noble@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-12-31</p>		
	<p>Destination - of Services / Destination des services British Columbia, Canada</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



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PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this requirement.

1.2 Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *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.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”



At Section 05 Submission of Bids, Subsection 05 (4)

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2 Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant – Competitive Bid

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 FPS, 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 FPS 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: 2012-2 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.



2.5 Applicable Laws

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

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

2.6 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 - Buyandsell.gc.ca](#) 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.

2.7 Vessel Charter – Bid

The vessel must meet the requirements listed in Attachment 2 to Part 4, Vessel Details Table



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000068983

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder’s responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder’s responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To



avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Financial Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

2. Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price in accordance with the Financial Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3. Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

Bidders must provide the required certifications Part 5.



ATTACHMENT 1 TO PART 3

FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

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.

The Bidder must complete a separate Financial Bid Presentation Sheet for each of the following survey areas it bids on:

- Survey Area 1 -Salish Sea Survey Area
- Survey Area 2 - West Coast of Vancouver Island Survey Area

With regards to the "Estimated Hours/Days" listed in the tables below, the number of estimated hours/days is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

Daily rate must include vessel, crew, operating costs, and travel.

Daily rate for vessel and crew includes fuel and any associated fees (e.g. moorage).

A daily rate is defined as twelve (12) hours of work per day.

Work as part of the daily rate is defined as "running time", when the vessel is moving as part of the survey work required. Note that during winter, daylight limitations often result in shorter work days.

Bidders must specify additional charges including overtime and standby.

- Overtime is defined as thirteen (13) to twenty-four (24) hours of work per day. If a bidder does not charge overtime, then it should enter zero under the Price and Total columns for its Overtime Rate.
- If a bidder does not charge a daily standby rate at its home port, then it should enter zero under the Price and Total columns for its Standby Daily Rate – Home Port .
- If a bidder does not charge a daily standby rate outside of its home port, then it should enter zero under the Price and Total columns for its Standby Daily Rate – Other Port.

If a bidder alters the Estimated Hours/Days set in the tables below its bid will be deemed non-responsive.

Only information provided in the tables below will be considered by Canada.



Survey Area 1 -Salish Sea Survey Area (Table 1):

Firm Requirement: April 1, 2024 – December 31, 2024 - Vessel Charter			
Requirement	Estimated Hours/Days (A)	Price (B)	Total (A)*(B)
Daily Rate	65 Days	\$ _____	\$ _____
Overtime Rate	50 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	5 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	10 Days	\$ _____	\$ _____
Price for Firm Requirement- Salish Sea (applicable taxes extra):			\$ _____



Survey Area 1 - Salish Sea Survey Area (Table 2):

Option Period 1: January 1, 2025 – March 31, 2026 - Vessel Charter			
Requirement	Estimated Hours/Days (A)	Price (B)	Total (A)*(B)
Daily Rate	115 Days	\$ _____	\$ _____
Overtime Rate	70 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	10 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	15 Days	\$ _____	\$ _____
Price for Option Period 1 – Salish Sea (applicable taxes extra):			\$ _____



Survey Area 1 -Salish Sea Survey Area – Price (Table 3):

Survey Area 1 – Salish Sea (Table 1 + Table 2)	Price
Total Price for Firm Requirement - Salish Sea (applicable taxes extra): (Table 1)	\$ _____ (A)
Total Price for Option Period 1 - Salish Sea (applicable taxes extra): (Table 2)	\$ _____ (B)
Total Evaluated Price (applicable taxes extra):	\$ _____ (A) + (B) = (C)
Applicable Taxes:	\$ _____ (D)
Total Price including applicable taxes:	\$ _____ (C) + (D)



Survey Area 2 - West Coast of Vancouver Island Survey Area (Table 4):

Firm Requirement: April 1, 2024 – December 31, 2024 - Vessel Charter			
Requirement	Estimated Hours/Days (A)	Price (B)	Total (A)*(B)
Daily Rate	65 Days	\$ _____	\$ _____
Overtime Rate	50 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	5 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	10 Days	\$ _____	\$ _____
Price for Firm Requirement – West Coast of Vancouver Island (applicable taxes extra):			\$ _____



Survey Area 2 - West Coast of Vancouver Island Survey Area (Table 5):

Option Period 1: January 1, 2025 – March 31, 2026 - Vessel Charter			
Requirement	Estimated Hours/Days (A)	Price (B)	Total (A)*(B)
Daily Rate	115 Days	\$ _____	\$ _____
Overtime Rate	70 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	10 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	15 Days	\$ _____	\$ _____
Price for Option Period 1 – West Coast of Vancouver Island (applicable taxes extra):			\$ _____



Survey Area 2 - West Coast of Vancouver Island Survey Area – Price (Table 6):

Survey Area 2 – West Coast of Vancouver Island (Table 4 + Table 5)	Price
Total Price for Firm Requirement - West Coast of Vancouver Island (applicable taxes extra): (Table 4)	\$ _____ (A)
Total Price for Option Period 1 - West Coast of Vancouver Island (applicable taxes extra): (Table 5)	\$ _____ (B)
Total Evaluated Price (applicable taxes extra):	\$ _____ (A) + (B) = (C)
Applicable Taxes:	\$ _____ (D)
Total Price including applicable taxes:	\$ _____ (C) + (D)



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

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.1.1.1. Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Refer to Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

A minimum score of **54 points out of 90 points** must be obtained for the proposal to be considered responsive.

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The evaluated price will be in accordance with Attachment 1 to Part 3, Financial Bid Presentation Sheet.

The price of the bid will include option periods and be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:



- (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical criteria;
- and
- (c) obtain the required **minimum points of 54** overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
 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 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$100,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	75/100	80/100
Bid Evaluated Price	\$115,000.00	\$110,000.00	\$100,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 60 = 54$	$75/100 \times 60 = 45$	$80/100 \times 60 = 48$
Pricing Score	$100/115 \times 40 = 35$	$100/110 \times 40 = 36$	$100/100 \times 40 = 40$
Combined Rating	89	81	88
Overall Rating	1 st	3 rd	2 nd

4.2.2 Maximum Number of Contracts

Canada reserves the right to issue up to a maximum of two (2) contracts as a result of this solicitation process, one (1) contract for the Survey Area 1 - Salish Sea and one (1) contract for Survey Area 2 - West Vancouver Island. Bidders must identify the survey area in their bid and may submit a bid for one or both survey areas.



ATTACHMENT 1 TO PART 4

MANDATORY AND POINT RATED TECHNICAL CRITERIA

Mandatory Criteria:

Criterion Number	Mandatory Criteria	Meets	Does Not Meet
Vessel:			
M1	<p>The Bidder must provide the name of its vessel, official number, length, beam, displacement, and the name of the vessel's Captain/Vessel Operator.</p> <p>In order to demonstrate this, the Bidder must complete the Vessel Details Table found at Attachment 2 to Part 4 or provide the equivalent information in its bid.</p>		
M2	<p>The Bidder's proposed vessel must be properly registered and certified with Transport Canada for the intended use as part of the survey.</p> <p>In order to demonstrate this, the Bidder must provide a copy of vessel registration and certification with Transport Canada for its proposed vessel in its bid.</p>		
M3	<p>The Bidder's proposed Captain/Vessel Operator must have 5 years of experience operating vessels on the British Columbia Coast.</p> <p>In order to demonstrate this, the Bidder must complete the List of Experience found at Attachment 3 to Part 4 or provide the equivalent information.</p>		



Point Rated Technical Criteria:

POINT RATED TECHNICAL CRITERIA			
UNDERSTANDING OF THE WORK			
		POINTS	RATING
R.1.	<p>The Bidder should submit a work plan that meets project scope, objectives, requirements, and satisfies Annex A, Statement of Work.</p> <p>This should include the following key components:</p> <ol style="list-style-type: none"> 1) Description of the Work to be completed 2) Description of Bidder adherence to line transect methodology; 3) Description and capability of vessel(s) and operator(s); 4) Description of accommodation (e.g., number of bunks), toilet, shower (optional), and kitchen facilities 5) Statement of minimum and maximum number of days for survey trips, based on vessel(s) capability and operator preference; 6) Statement of confirmation that ECCC staff and contractors may board/disembark the vessel within the specified survey study area, or within one half (1/2) day's travel to the specified study area; 7) Any limitations identified with regard to successful project completion related to the Bidder, and other than weather conditions (e.g., availability of crew or vessel repair) ; 8) Contingency plan should the vessel or captain/vessel operator be unable to complete the Work (e.g., additional captain/vessel operator, replacement vessel) <p>The Bidder has provided a description of all eight (8) components requested – 40 points</p> <p>The Bidder has provided a description of all eight (8) components requested that lacks details in one of the key components – 35 points</p> <p>The Bidder has provided a description of all eight (8) components requested that lacks details in two of the key components – 30 points</p> <p>The Bidder has provided a description of all eight (8) components requested that lacks details in three of the key components – 25 points</p> <p>The Bidder has provided a description of all eight (8) components requested that lacks details in four of the key components – 20 points</p> <p>The Bidder has provided a description of all eight (8) components requested that lacks details in five of the key components – 15 points</p> <p>The Bidder has provided a description of all eight (8)</p>	40	



	<p>components requested that lacks details in six of the key components – 10 points The Bidder has provided a description of all eight (8) components requested that lacks details in seven (7) or eight (8) of the key components – 0 points</p>		
AVAILABILITY			
R.2.	<p>The Bidder proposes to undertake surveys in both survey areas - Survey Area 1 – Salish Sea and Survey Area 2 – West Coast of Vancouver Island - 5 points</p>	5	
R.3.	<p>The Bidder should state its maximum survey trip duration. Minimum and maximum survey trip duration, based on vessel capability and operator preference Ability to undertake trips of 15 days or more – 5 points Ability to undertake trips of 10-14 days – 3 points Ability to undertake trips <9 days – 0 point</p>	5	
EXPERIENCE			
R.4.	<p>The Bidder should describe up to five projects completed in the past five years by its proposed Captain/Vessel Operator. Eligible projects must have been greater or equal to 20 days.</p> <p>Up to a maximum of 4 points will be awarded for each project based on the following breakdown:</p> <ul style="list-style-type: none"> - Marine, vessel-based project – 2 points - Marine line-transect surveys of marine wildlife – 2 points - For up to a maximum of 5 projects. <p>The Bidder should demonstrate this by completing Attachment 4 to Part 4, List of Projects or providing the equivalent information. If the Bidder lists more than 5 projects then only the first 5 projects listed will be assessed.</p>	20	
R.5.	<p>The Bidder’s proposed Captain/Vessel Operator should have 6 years or more of experience operating vessels on the British Columbia Coast.</p> <ul style="list-style-type: none"> - 1 point per year starting at 6 years - For up to a maximum of 10 points. <p>The Bidder should demonstrate this by completing Attachment 3 to Part 4, List of Experience or providing the equivalent information.</p>	10	
ASSET CRITERIA			
R.6.	<p>The Bidder should demonstrate that is has the following asset criteria by providing the specifications or a picture.</p>	10	



	<p>1) Vessel has shower sufficient for one person – 5 points 2) Vessel has more than one survey platform that is above 3.0 m height above waterline and with unobstructed viewing from 0-90° on one or both sides of the vessel (e.g., inside and outside platforms) – 5 points</p> <p>The Bidder should demonstrate this by providing specifications.</p>		
TOTAL SCORE (pass mark = 54 points)		90	



ATTACHMENT 2 TO PART 4

VESSEL DETAILS TABLE

The Bidder must complete the Vessel Details Table or provide the equivalent information.

VESSEL DETAILS TABLE	
In order to be considered responsive, the Bidder must provide the following details of its vessel:	
Name of vessel:	_____
Official number:	_____
Length, beam, displacement:	_____
Name of vessel's Captain/Vessel Operator during charter period:	_____



ATTACHMENT 3 TO PART 4

LIST OF EXPERIENCE

***The Bidder may add or delete project tables as required.**

Experience 1	
Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 2	
Client	
Duration of Work (start date to end date)	
Description of Work	



Applicable Criteria (M.3., R.5.)	
Experience 3	
Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 4	
Client	
Duration of Work (start date to end date)	
Description of Work	



Applicable Criteria (M.3., R.5.)	
Experience 5	
Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 6	
Client	
Duration of Work (start date to end date)	



Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 7	
Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 8	
Client	



Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 9	
Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	
Experience 10	



Client	
Duration of Work (start date to end date)	
Description of Work	
Applicable Criteria (M.3., R.5.)	



ATTACHMENT 4 TO PART 4

LIST OF PROJECTS

Project 1	
Client	
Duration of Work (start date to end date)	
Description of Work	
Project 2	
Client	
Duration of Work (start date to end date)	
Description of Work	



Project 3	
Client	
Duration of Work (start date to end date)	
Description of Work	
Project 4	
Client	
Duration of Work (start date to end date)	
Description of Work	
Project 5	



Client	
Duration of Work (start date to end date)	
Description of Work	



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may 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](#) website, 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 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 from Employment and Social Development Canada (ESDC) - Labor'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.

5.2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the



proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3 Education and Experience

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



PART 6 - RESULTING CONTRACT

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

Title: Vessels for At-Sea Surveys in the Salish Sea and the West Coast of Vancouver Island

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.3.1 Task Authorization Process:

6.3.1.1 The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex "D".

6.3.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

6.3.1.3 The Contractor must provide the Technical Authority within three (3) working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

6.3.1.4 The Contractor must not commence work until a TA authorized by the Technical Authority and Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Task Authorization Limit



The Contracting Authority may authorize individual task authorizations up to the maximum value of the Contract. Applicable Taxes included, inclusive of any revisions.

6.3.3 Minimum Work Guarantee - All the Work - Task Authorizations

6.3.3.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and

"Minimum Contract Value" means 3%.

6.3.3.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 6.3.3.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

6.3.3.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

6.3.3.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

6.4.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.



Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

6.5. Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2024 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional fifteen (15) month period 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 fifteen (15) 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.

6.6. Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____



Title: _____
Environment and Climate Change Canada
Procurement and Contracting
Address: _____
Telephone: ____-____-_____
Email address: _____

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 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.8 Payment



6.8.1 Basis of Payment: Individual Task Authorizations:

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex “B”.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.8.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

6.8.3.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and Applicable Taxes are extra.

6.8.3.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.8.3.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
whichever comes first.

6.8.3.4 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



6.9 Method of Payment – Monthly Payment

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

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

6.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.11 Invoicing Instructions

6.11.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed.

6.11.2 Invoices must be distributed as follows:

- a. One (1) electronic copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.12 Certifications

6.12.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



6.13 Applicable Laws

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

6.14 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2022-12-01)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Task Authorization (TA) Form;
- (g) Annex E, Safety Brief Aboard Contracted Vessels;
- (h) Annex F, Safety Debrief Aboard Contracted Vessels; and
- (i) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*

6.15 Insurance Requirements – Specific requirement

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.

6.16 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.



Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A

STATEMENT OF WORK

The Contractor hereby agrees to:

TITLE

Vessels for At-Sea Surveys in the Salish Sea and the West Coast of Vancouver Island

1. BACKGROUND

Environment and Climate Change Canada (ECCC), Canadian Wildlife Service (CWS) has a requirement for vessels, including operational crew, for vessel-based surveys of marine birds in the Salish Sea and the west coast of Vancouver Island. Project objectives are to collect quantitative information regarding marine bird distribution and abundance (i.e., baseline information) across all four seasons in the Salish Sea and the west coast of Vancouver Island. Baseline information regarding the at-sea distribution and abundance of multiple marine bird species, including species listed under the Species at Risk Act (SARA), in the Salish Sea and on the west coast of Vancouver Island is not well understood. Using vessel-based line-transect surveys to collect marine bird information across multiple years and seasons, a quantitative baseline of marine bird information can be achieved. This information will be used to inform multiple evidence-based decision making management and conservation processes, including identification of areas important to birds and enhanced emergency response and preparedness.

2. OBJECTIVE

ECCC requires a contractor that has the vessel(s) and experience to:

1. Achieve vessel-based line transect surveys across multiple seasons in the Salish Sea and west coast of Vancouver Island.
2. Manage all vessel safety and operational activities during the at-sea surveys to allow scientists aboard to focus on their work requirements.

3. THE WORK

Vessel-based surveys involve navigation along fixed, predetermined transect lines at a constant speed of 8-10 knts, with surveys to be completed during daylight hours in excellent to moderate conditions (i.e., generally < 25knts wind and/or < beaufort 5). Vessels are required to stay within 50 m of the transect line, with exception to situations with high current/tidal action and navigational concerns. Captain/Vessel Operator is required to operate efficiently and take advantage of weather windows and daylight hours to complete the planned surveys. Generally, 1-3 ECCC at-sea observers (up to 4 for training purposes) will work and live aboard the vessel, including staying overnight. Although total survey duration per season will be approximately 20 survey days per survey area, occurring within a two-month survey window and not including weather days, individual trip lengths will be partially dependent on weather, vessel capabilities, and daylight hours available during the survey.

4. SURVEY AREAS

Two survey areas are identified: (1) the Salish Sea and; (2) West Coast of Vancouver Island.

Survey Area 1



Salish Sea:

The Salish Sea area includes the Canadian side of eastern Strait of Juan de Fuca, Gulf Islands, and the Strait of Georgia north to approximately Campbell River, including mainland inlets.

Survey Area 2

West Coast of Vancouver Island:

The west coast of Vancouver Island area includes central and western Strait of Juan de Fuca, the mouth of Juan de Fuca and from the border with US waters north to Brooks Peninsula, and to a maximum distance of 40 kilometers offshore. Distance surveyed offshore is generally 30 km, and not exceeding 40 km. West coast of Vancouver Island inlets and sounds are included (e.g., Barkley Sound).

5. SEASONS

Surveys will occur four times per year (i.e., once per season); estimated total service commitment per planned seasonal survey period is approximately 20 days for each survey area, excluding weather days. Typically, seasons 2 and 3 require 16-25 days, including weather days, for each survey area. Seasons 1 and 4 typically require 25-30 days, including weather days, for each survey area. Seasonal surveys should be completed within a two-month period, with recognition that weather may limit survey completion during certain seasons.

Season 1 – Optional Requirement

Winter survey season is defined as February to March

Season 2 – Firm Requirement

Spring survey season is defined as May to June

Season 3 – Firm Requirement

Summer survey season is defined as August to September

Season 4 – Firm Requirement

Fall survey season is defined as late October to December.

6. CONTRACTOR REQUIREMENTS

The Contractor must have vessel and Captain/Vessel Operator for the applicable survey area and the applicable season when the work must be completed.

6.1. Captain/Vessel Operator:

- ownership of a vessel with valid registration and insurance in accordance with Annex C, Insurance Requirements.
- vessel and crew must be regionally based for the Salish Sea and west coast of Vancouver Island surveys, and available as schedules require over the time period when the work must be done. The Salish Sea and west coast Vancouver Island survey start and end locations must be within the specific survey area or within one half (1/2) day's travel to survey area, with ECCC staff and contractors boarding and disembarking the vessel within the survey area, or within one half (1/2) day's travel from the survey area.
- Captain/Vessel Operator must have significant (minimum 5 years) experience and extensive knowledge of the waters of the Salish Sea and/or west coast of Vancouver Island.
- Captain/Vessel Operator must possess all required valid certifications to operate the intended vessel(s), as required by Transport Canada.
- Captain/Vessel Operator must have the necessary qualifications (minimum of 5 years) and proven knowledge of navigational hazards within the required survey areas, including knowledge of navigational hazards, awareness of local weather conditions and forecasts, and ability to make necessary assessment to avoid exposure to severe operating conditions, to the extent possible.



- Captain/Vessel Operator must have access to a suitable navigation system and have ability to undertake straight-line transects in the study region using GPS coordinates, and to control vessel bow swing as much as possible while travelling along transect lines.
- within reason, be willing to travel to/from survey locations in poor weather in order to be positioned for moderate-good weather windows for surveying.
- Captain/Vessel Operator and crew must abide by all Federal and Provincial laws and guidelines.
- the vessel chartered and all crew must abide by [Canada's Marine Mammal regulations](#) with regard to vessel operation and required minimum distances from marine mammals.
- adopt a "see something, say something" environment for ECCC staff, contractors, and vessel crew members to discuss and prioritize safety aboard the vessel. This must include providing a safety briefing for all ECCC staff and contractors when first boarding the vessel and a trip debrief discussion regarding any areas for improvement, including improvements to safety at the end of a survey trip. Refer to Annex E, Safety Briefing Aboard Contracted Vessels and Annex F, Safety Debriefing Aboard Contracted Vessels.
- comply with ECCC COVID-19 requirements at all times when aboard the vessel as part of a survey. ECCC requirements may change over time, but presently include twice daily sanitation of high touch areas, wearing of N95 masks in all shared spaces on the vessel, and when physical distancing of 2 m cannot be maintained.

6.2. Vessel:

The Contractor must carry out the Work in a vessel that 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.

- vessel must be of sufficient size, capability, and with the necessary equipment capable of safe operation in regional waters and weather conditions.
- vessel must be fully equipped with up-to-date safety, electronics, and navigation systems, including Automatic Identification System (AIS).
- vessel must hold valid Transport Canada certification for the intended use of the vessel as part of the planned surveys.
- vessel must supply safe, potable water for consumption.
- vessel must provide the necessary space and working area for bird observers.
- vessel must provide cooking facilities for meals to be prepared aboard the vessel, including fridge, kitchen sink, and cooking elements.
- vessel must provide suitable accommodation for survey personnel, with space for up to three ECCC staff or contractors in addition to vessel crew to sleep with physical distancing of 2 m possible.
- vessel must have a functioning marine toilet.
- vessel must have an observation platform at least 3.0 m above the waterline. The platform must be: (1) covered overhead and with railings (or otherwise), allowing for open, unobstructed observations from 0° ahead and to 90° on one or both sides of the vessel, or (2) an inside viewing platform that allows for unobstructed observations through glass from 0° ahead and to 90° on one or both sides of the vessel. For open platforms, the railings must be modifiable to shield observers from wind and spray, or otherwise be of solid material (e.g., metal or fiberglass). For inside platforms, observation windows from 0° ahead and to 90° must have operational window wipers.
- all observation platforms must be safe to use with respect to radar, whether by turning radar off or having radar positioned a safe distance from platform. The Project Authority may request evidence of safe distance and/or operation.
- vessel must be suitable for the service intended, and be acceptable under the provisions of TP 1332, and ABYC / ISO regulations <https://www.tc.gc.ca/eng/marinesafety/tp-tp1332-menu-521.htm> with regard to category of service, and the acceptances must all reference the same design category, or better, than the intended service

The Contractor must observe the following requirements for this Contract:



1. The Contractor must comply with all Canada Labour Code requirements which can be found at <https://laws.justice.gc.ca/eng/acts/l-2/index.html>.
2. ECCC has a zero tolerance policy for violence and harassment in the workplace. The Contractor must contribute to a safe workplace aboard the vessel that is free of harassment, discrimination, and violence.

7. CANADA INPUT

CWS will provide all ECCC personnel with safety/communication equipment, such as inreach and satellite phone devices, and related equipment. CWS will work with the Contractor to determine survey plan, with decisions made regarding survey initiation, duration, and area of focus between CWS and the Contractor. Given the nature of the work, discussion between CWS and the Contractor are expected to occur daily during the survey period. ECCC will also supply details regarding COVID-19 mitigation requirements and provide a COVID-19 briefing aboard the vessel at the start of the trip.

8. ACCEPTANCE

All work performed by the Contractor will be subject to review by CWS. All work is to be performed to the satisfaction of CWS. The Technical Authority will accept the work on behalf of CWS. The Contractor must not disclose any such information without the written permission of Canada.

9. REPLACEMENT

9.1. Vessel:

The Contractor must replace the vessel in the event of an equipment or mechanical breakdown or safety issue. Should a vessel break down during any work, the Contractor must repair it within two (2) calendar days or provide a replacement vessel within five (5) calendar days that meets the Vessel Requirements defined in Section 6. Requirements as well as Appendix 1 to Annex A, Vessel Charter – Contract.

The Technical Authority must approve the replacement vessel.

9.2. Captain/Vessel Operator:

In the event the Captain/Vessel Operator is unable to perform the Work due to illness, injury or other unforeseen circumstances, the Contractor must provide an alternate Captain/Vessel Operator within five (5) calendar days that meets the Captain/Vessel Operator Requirements defined in Section 6. Requirements.

The Technical Authority must approve the replacement Captain/Vessel Operator.



ATTACHMENT 1: ANNEX A
VESSEL CHARTER CONDITIONS

1. The vessel must meet the following requirements:
 - a. be seaworthy;
 - b. the engine must be in good working order and all gear and equipment in good repair.
2. 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.
3. The Contractor must:
 - a. 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;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal flotation devices for all persons on board are in readily accessible positions at all times;
 - d. 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.
4. 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.
5. If 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.
6. 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.
7. 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.



ANNEX B

BASIS OF PAYMENT

To be added at contract award



ANNEX C

INSURANCE REQUIREMENTS

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 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 Environment and Climate Change 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 provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice*



*234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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



ANNEX D

TASK AUTHORIZATION (TA) FORM

TASK AUTHORIZATION FORM			
Contractor:			
Contract Number:		Date:	
Task Authorization Number:		Survey Area:	
Season(s):			
Task Authorization Request			
Description of Work to be Performed and List of Deliverables:			
Period of Services		From:	To:
Estimated Cost			
Rates	Estimated Hours/Days (A)	Price (B)	Total (A)*(B)
Daily Rate			
Overtime Rate			
Standby Daily Rate – Home Port			
Standby Daily Rate – Other Port			
Total Price:			
Applicable Taxes			
Total Price Including Applicable Taxes			
Signing Authorities			
	Name, Title of Person Authorized to Sign	Signature	Date
Contractor			
Client Signing Authority			
Contract Authority			
Basis of Payment and Invoicing			



In Accordance with the annex entitled "Basis of Payment" in the Contract.

Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.

Invoices must be sent to the Project Authority.



ANNEX E

SAFETY BRIEFING ABOARD CONTRACTED VESSELS

This checklist is intended to serve as a permanent record demonstrating that ECCC staff and contractors have been provided with a comprehensive safety briefing upon boarding a contracted vessel, for each trip, and provided with an opportunity to discuss and ask questions. Completed forms to be saved in project repositories.

To be provided by vessel operator:

- Description of general hazards and risks aboard the vessel
- Locations and use of all fire protection devices for use (e.g., fire extinguishers, fire blankets, CO2 fire suppression systems, etc)
- Location and use of Personal Floatation Devices (PFDs) aboard vessel
- Emergency person overboard procedures and expectations for other emergencies (e.g., fire, hull breach, weather, etc)
- Muster station(s) in the event of an emergency
- Emergency communications, including use of satellite phones, inreach devices, VHF radio, and EPIRB
- Location and use of first aid kit(s)
- Smoking rules
- If present, emergency life raft deployment and use
- If present, hazardous areas on the vessel that are "crew only" access
- If present, cooking, cooking fuel use, and cooking fuel shut off procedures

To be provided by ECCC staff:

- ECCC staff provide review of the Project Implementation Plan (i.e., Covid-19 safe practices) using the written version for a comprehensive review of expectations and opportunity for questions
- Where appropriate, identify the location of PPE for access and resupply
- Where survival suits are required, ECCC staff confirm awareness of the location and use of their personal survival suits. If suits have not been donned by each ECCC staff member in the past 3 months, this should be conducted aboard the vessel.
- Where survival suits are required, ECCC staff confirm that each personal survival suit has been recently inspected for use, including the zipper (i.e., within the previous 3 months).
- ECCC staff confirm to vessel crew that all ECCC staff must wear PFDs on vessel decks, including boarding/disembarking

Vessel Name

Vessel Captain

ECCC Project Name

ECCC Field Project Lead Name

ECCC Field Project Lead Signature

Date



ANNEX F

SAFETY DEBRIEFING ABOARD CONTRACTED VESSELS

This document is intended to serve as a permanent record demonstrating that ECCC staff and contractors, where appropriate, have held a safety-oriented discussion following the end of a trip aboard a contracted vessel. Completed forms to be saved in project repositories.

1. State of the vessel and equipment – state overall condition and add any specifics (e.g., hard to access safety equipment, expired or in poor condition equipment, equipment malfunction, etc).

2. Vessel operation – was the vessel operated safely by crew? If not, please provide details.

3. Other hazards or concerns external to the vessel and crew, such as proximity to marine mammals, unsafe docks, or other persons?

4. ECCC safety equipment requiring attention or improvement, including PFDs, emergency devices, survival suits, etc?

5. Interpersonal communications. Were any concerns with respect to the [Canada Labour Code \(e.g., harassment, discrimination\)](#) raised?



6. Was the Covid-19 Project Implementation Plan followed by staff and contractors? Please also note any areas for future improvement.

Vessel Name

Vessel Captain

ECCC Project Name

ECCC Field Project Lead Name

ECCC Field Project Lead Signature

Date

Additional ECCC staff names