



**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

**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 Passenger Vessel for Hire by Conservation and Protection for Patrols in waters adjacent to western Cape Breton N.S. | | Date 26 May, 2023 |
| Solicitation No. / N° de l'invitation 30004106B | | |
| Client Reference No. / No. de référence du client(e) 30004106B | | |
| Solicitation Closes / L'invitation prend fin At / à : 14H00 ADT (Atlantic Daylight Time) On / le : 05 June, 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 : Kimberly Martin, Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca | | |
| Delivery Required / Livraison exigée See herein — Voir en ceci | Delivery Offered / Livraison proposée | |
| Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur | | |
| Telephone No. / No. de téléphone | Facsimile No. / No. de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) | | |
| Signature | Date | |



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This bid solicitation cancels and supersedes previous bid solicitation number **30004106A** dated **14 APRIL, 2023** with a closing of **01 MAY, 2023** at **14h00 ADT**. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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



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 Nova Scotia.



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

2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "D"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection- 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. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

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

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

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



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

5.2.4 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?



Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

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

- 6.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 6.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 6.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- 6.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract)

6.2 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 (2018-06-21) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *(To be inserted at Contract Award)* The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);



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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 30 June, 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Martin
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6
Telephone: (506) 429-2397
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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



6.5.2 Project Authority (To be inserted at Contract Award)

The Project Authority for the Contract is:

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

 Telephone: _____
 E-mail address: _____

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

6.5.3 Contractor's Representative (To be inserted at Contract Award)

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

 Telephone: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for 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 \$_____. (To be inserted at Contract Award) Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (To be inserted at Contract Award) . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before



obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

Payments will be made provided that:

- 6.8.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
AP Coder - (name to be provided at award)

- 6.8.2** 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.

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification - Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity)
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C" Insurance Conditions;
- (f) the Contractor's bid dated _____ *(To be inserted at Contract Award)*

6.12 Insurance - Specific Requirements [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.

6.13 Vessel Condition

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

6.14 SACC Manual Clause

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



6.15 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](#)".

6.16 Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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



ANNEX “A” STATEMENT OF WORK

1.0 TITLE:

Passenger Vessel for Hire by Conservation and Protection for Patrols in waters adjacent to western Cape Breton N.S.

2.0 BACKGROUND:

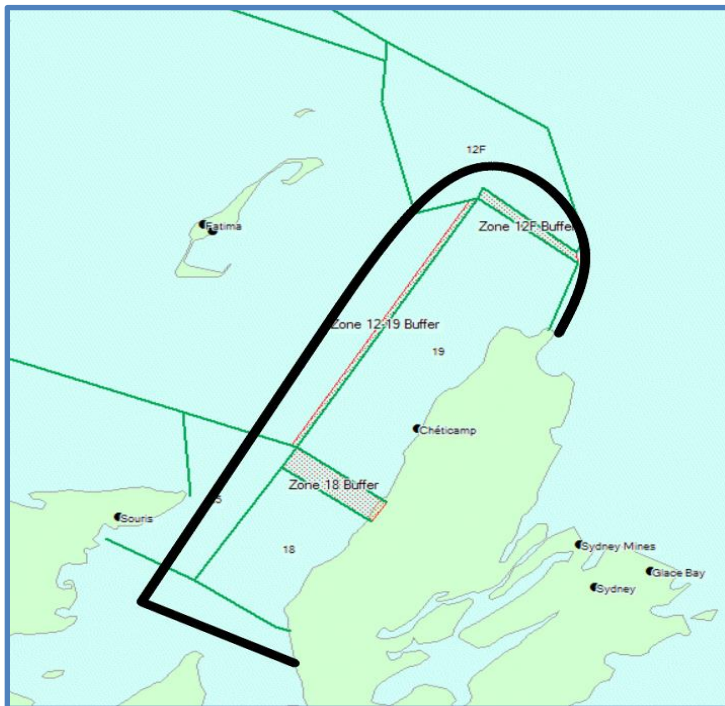
The Department of Fisheries and Oceans has an on-going requirement to establish an “as and when requested” Offer to hire a passenger vessel to serve as a platform for Fishery Officers to monitor compliance in various fisheries in the waters adjacent to western Cape Breton N.S.

3.0 SERVICES REQUIRED:

DFO has a requirement to hire a fishing vessel between 40 to 44 feet in overall length, with the service of a Captain and two crewmembers. The crew members are to assist in boarding's and gear inspections as requested by a Fishery Officer.

3.1 Gear Inspections & Patrols (with Fishery Officer on board)

- Hauling of mainly Snow Crab traps, but also a minimal requirement to haul lobster traps, rock crab traps, gill nets (herring/groundfish), long lines and others types of fishing gear & apparatuses.
- Conduct mainly mid-shore patrols in Snow Crab fishery, but also sporadic coastal patrols in lobster, rock crab, herring, recreational mackerel, striped bass, tuna, groundfish fisheries, and others as required.



3.2 Vessel Capacity & Capabilities

- Deck space must be large enough to accommodate stacking of minimum of 25 crab traps (diameter of traps is usually between six-seven feet (base/floor)) or at least 50 lobster traps.



- The vessel must be capable of achieving a minimum required speed of 8 knots and be able to maintain a cruising speed of 8 knots or above for a prolonged period of time (unloaded). At times of urgency, a Fishery Officer may require the vessel to transit from one location to another in a short period of time. A Fishery Officer may request the captain to cruise at speed of 8 knots or above for a prolonged period of time; therefore the engine performance must be able to perform the requested task.
- The vessel must be equipped with an acceptable lavatory facility.
- At least one 110v outlet available to Fishery Officers.

3.3 Other

- During the contract period, DFO will install a Vessel Monitoring System (VMS) onboard the fishing vessel. The VMS will transmit the vessel position in Latitude & Longitude, date & time and speed of the vessel. The contractor will be responsible of having an available 12 volt power outlet on the vessel.
- The contractor shall:
 - (a) not alter or tamper with the VMS or its operation;
 - (b) destroy, dispose of, or remove the black box or associated records or storage media;
 - (c) emit or cause to be emitted any electronic or electric signal that renders the VMS inoperative or inaccurate;
 - (d) interfere with or block any signals required by the VMS gather, record, or transmit information.
- The captain/crew members must ensure that the VMS is fully operational and activated for the complete DFO trip at sea. The captain/crew are responsible for the safe keeping of the black box during the contract period and require to take reasonable care to secure vessel from equipment theft.
- There is a possibility that the vessel may be required to travel outside of the designated working area, if operational requirements permit. This may or may not include Gulf Region waters that border the provinces of New Brunswick, PEI and Nova Scotia (see green highlighted area in map attached below). If this is required the captain and crew members are responsible for making their own accommodation arrangements at the contractors expense.



- If the vessel is required to travel away from their designated home port, an overnight stay at that port maybe arranged. The contractor will be compensated for an additional 3 hours of their hourly wage during these instances.
- The contractor will be compensated for a minimum of 3 hours of work for every call for service it is used for.

NOTE: It should be noted that the work to be done involves some risk, such as operating a vessel in adverse weather and for Fishery Officers carrying out an enforcement mandate.

4.0 Home Port:

For the effective date of contract to June 30, 2023, one of the following home ports will be assigned to the Contractor:

- 1) A port on the West coast of Cape Breton Island (to be determined)

Prior to the contract award the Contractor and Project Authority will discuss and determine the location of the vessel homeport, the final decision will be taken by the Project Authority. All associated or additional cost incurred to get to and from the designated vessel homeport will rest solely on the captain and crew members.

5.0 Sea Duty:

The Department of Fisheries and Oceans will be responsible for compensation of sea duty only. Sea Duty begins when the vessel leaves port and terminate when the vessel arrives at port. The daily rate for sea duty will consist of 9.5 hours of sea duty. For any hours of sea duty less than 9.5 hours or in excess of 9.5 hours, compensation will be based on an hourly rate arrived at by dividing the daily rate by 9.5. For extended periods at sea, the maximum allowable compensation per day will be 16 hours.



6.0 Standby:

Compensation for standby at ports outside the Contractor's home port, will be four (4) hours per day while at port for days in which no sea duty is provided. Compensation will be at the hourly rate arrived at by dividing the daily rate by 9.5 as outlined in "Sea Duty" above.

7.0 Contractor:

All costs related to operations such as insurance, repairs, maintenance, food, lodging and crew salary are to be borne by the contractor.

The Contractor **MUST**:

- Maintain the vessel in class and to the requirements of all applicable Canadian regulations and keep it in good running order and in a thoroughly efficient state in hull, machinery and equipment for and during the contract period.
- Ensure that the Captain, vessel and crew are available to go to sea on short notice and must be available to respond to a "Call-Up" within three hours' notice. Also that the vessel and crew are to be available on an "as and when requested" basis at any hour of any day, including Saturdays, Sundays and Statutory Holidays during the period of the contract.
- Ensure that the Captain, vessel and crew will adhere to daily tasking and directions as provided by the Fishery Officer assigned to the vessel and must comply with these instructions in a respectful manner for the duration of the contract period.
- Provide Captain and crew names to the local Conservation & Protection Supervisor for approval prior to deploying them in relation to this contract.
- Ensure that the Captain, vessel and crew will abide by all Government of Canada laws and guidelines concerning Safety at Sea are observed by its employees.

8.0 ESTIMATED REQUIRED DAYS

It is anticipated that approximately **10 days** of sea duty will be provided during the effective date of the contract to June 30, 2023.



ANNEX “B” BASIS of PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work.

The contractor will be compensated for a minimum of 3 hours of work for every call for service it is used for.

MINIMUM CALL OUT RATE \$ _____ FOR 3 HOURS SERVICE

| Description | Estimated Number of Days (A) | Hours Per Day | Firm All-Inclusive Daily Rate (B) |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|-----------------------------------|
| For all work described in Annex A-Statement of Work. Name(s) of Proposed Resource(s): Captain – _____ Crew Member – _____ | 10 | 9.5 | \$ _____. |
| | | | |



ANNEX "C" INSURANCE CONDITIONS

Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by *the Department of Fisheries and Oceans* and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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



For other provinces and territories, send to:

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

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



ANNEX "D" EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Bid acceptance is at the discretion of Fisheries and Oceans Canada. **A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work subsequent to DFO inspection.**

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. Upon completion of the RFP process all bidders will be informed of their ranking. (example – 1st, 2nd 3rd or 4th) If the 1st ranked bidder passes their inspection they will be awarded the contract. If the vessel fails the inspection we will contact the 2nd ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or we run out of qualified bidders.

The proponent must 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. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

BIDDER MUST PROVIDE PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

(Where appropriate please include photographs)

Evaluation Instructions

The experience of the Bidder's proposed resource must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out.

The experience must be clearly identified by providing:

- **The project name;**
- **The name of the client organization;**
- **The period during which the service was provided (month and year); and**
- **A detailed outline of the services provided**

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

| No. | Mandatory Criteria | Criteria Met (Y/N) | Cross-Reference to Bidder's Proposal (Page #) |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------|
| M1 | The bidder must provide proof of a successful and current Transport Canada Marine Safety "Notice of Survey" or "Passenger Vessel Inspection Certificate" for the vessel. | | |



| No. | Mandatory Criteria | Criteria Met (Y/N) | Cross-Reference to Bidder's Proposal (Page #) |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------|
| M2 | The bidder must provide proof that the vessel to be used in this contract is equipped with a life raft that must accommodate all people aboard the vessel at any given time (in accordance with Transport Canada Marine Safety "Notice of Survey" or "Passenger Vessel Inspection Certificate"). Photograph proof is required. | | |
| M3 | The bidder must provide proof that his vessel is equipped with the following Navigational Electronic Equipment : Photograph proof is required <ol style="list-style-type: none"> 1. A Differential Global Positioning System (DGPS) or WAAS GPS Receiver; 2. A Marine Grade Chart Plotter with updated electronic nautical charts for the Northumberland Strait & Gulf of St. Lawrence 3. A Marine Radar with a range of at least 48 nautical miles with a Heading Sensor; 4. Other standard electronic navigational equipment such as a depth sounder, a VHF/Marine radio and marine compass. | | |
| M4 | The bidder must provide proof that the vessel has a Snow Crab trap hauler, lobster trap hauler, long line hauler and a net roller that can haul gillnets. (Photograph proof is required) | | |
| M5 | The bidder must provide proof that the proposed Captain has at least 5 years' experience with the operation of a fishing vessel.. | | |
| M6 | The bidder must provide proof that the proposed Captain has no less than a Fishing Master 4 . (Photograph proof is required) | | |
| M7 | The Captain and Crew must submit criminal record checks. In light of the current COVID-19 health crisis, DFO is aware that potential bidders are experiencing difficulties in obtaining Criminal Record Checks (CRC). For any potential bidders that are not able to obtain a valid CRC from their local police agency, DFO is asking potential bidders and their crew to self-declare their criminal record and agree to obtain a CRC as soon as this service has resumed with their local police agency. Should a false or inaccurate self-declaration be provided the Department reserves the right to terminate the contract or request that the personnel be replaced with someone equally qualified. | | |