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

Copy to: <u>Tina.Brown@dfo-mpo.gc.ca</u>

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 Telemedical Assista Canadian Coast Gu		r the	Date September 13, 2023	
Solicitation No. / N 30004539	° de l'invitatio	n		
Client Reference N 30004539	o. / No. de réf	érence d	u client(e)	
Solicitation Closes	/ L'invitation	prend fir	ı	
At /à : 2 :00 pm l	EDT (Eastern I	Daylight	Time)	
On / le : October 9	9, 2023			
	_			
F.O.B. / F.A.B. Destination	Taxes See herein – ci-inclus	- Voir	Duty / Droits See herein — Voir ci-inclus	
Destination of Goo services See herein — Voir c		es / Dest	tinations des biens et	
Instructions See herein — Voir c	i-inclus			
Address Inquiries Adresser toute der Tina Brown – Acting	nande de rens		ents à :	
Email / Courriel:				
DFO.tenders-soumi	ssions.MPO@d	dfo-mpo.g	<u>gc.ca</u>	
Copy to: Tina.Bro	wn@dfo-mpo	<u>o.gc.ca</u>		
Delivery Required / Livraison Delivery Offered / Livraison proposée				
See herein — Voir c	i-inclus			
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur				
Telephone No. / No. deFacsimtéléphoneFacsim			ile 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		



TABLE OF CONTENTS

PARI 1	- GENERAL INFORMATION	3
1.1	SECURITY REQUIREMENTS	3
1.2	STATEMENT OF WORK	3
1.3	CONDITIONAL SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)	3
1.4	DEBRIEFINGS	3
PART 2	- BIDDER INSTRUCTIONS	4
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.1	SUBMISSION OF BIDS	
2.3	ENQUIRIES - BID SOLICITATION	4
2.4	APPLICABLE LAWS	5
2.5		
PART 3	- BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1	EVALUATION PROCEDURES	7
4.2	BASIS OF SELECTION	7
PART 5	- CERTIFICATIONS	9
5.1	CERTIFICATIONS REQUIRED WITH THE BID	9
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6	- RESULTING CONTRACT CLAUSES	
6.1	SECURITY REQUIREMENTS	. 16
6.1 6.2	SECURITY REQUIREMENTS	. 16
6.1 6.2 6.3	SECURITY REQUIREMENTS	16 16 16
6.1 6.2	SECURITY REQUIREMENTS	16 16 16 17 18
6.1 6.2 6.3 6.4 6.5 6.6	SECURITY REQUIREMENTS	16 16 16 17 18 19
6.1 6.2 6.3 6.4 6.5 6.6 6.7	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT	16 16 17 18 19 19
6.1 6.2 6.3 6.4 6.5 6.6	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS	16 16 17 18 19 19 20
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10	SECURITY REQUIREMENTS	. 16 . 16 . 17 . 18 . 19 . 19 . 20 . 20 . 21
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS PRIORITY OF DOCUMENTS	. 16 . 16 . 17 . 18 . 19 . 20 . 20 . 21 . 21
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12	SECURITY REQUIREMENTS	. 16 . 16 . 17 . 18 . 19 . 20 . 20 . 21 . 21 . 21
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS PRIORITY OF DOCUMENTS INSURANCE - SPECIFIC REQUIREMENTS. DISPUTE RESOLUTION. ENVIRONMENTAL CONSIDERATIONS	. 16 . 16 . 17 . 18 . 19 . 20 . 21 . 21 . 21 . 21
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS	16 16 17 18 19 20 21 21 21 21 21 21
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS PRIORITY OF DOCUMENTS INSURANCE - SPECIFIC REQUIREMENTS. DISPUTE RESOLUTION ENVIRONMENTAL CONSIDERATIONS	16 16 17 18 19 20 21 21 21 21 22 22
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX	SECURITY REQUIREMENTS STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS PRIORITY OF DOCUMENTS INSURANCE - SPECIFIC REQUIREMENTS. DISPUTE RESOLUTION. ENVIRONMENTAL CONSIDERATIONS "A" STATEMENT OF WORK	16 16 17 18 19 20 21 21 21 21 21 22 23 23
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX ANNEX	SECURITY REQUIREMENTS. STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS . TERM OF CONTRACT	16 16 17 18 19 20 21 21 21 22 23 23 27 29
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX ANNEX ANNEX	SECURITY REQUIREMENTS. STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS. PRIORITY OF DOCUMENTS. INSURANCE - SPECIFIC REQUIREMENTS. DISPUTE RESOLUTION. ENVIRONMENTAL CONSIDERATIONS. "A" STATEMENT OF WORK. "B" BASIS OF PAYMENT	16 16 17 18 19 20 21 21 21 21 22 23 27 29 32



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part
 6 Resulting Contract Clauses;
- 2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses.
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses;
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.

1.2 Statement of Work

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

1.3 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<u>https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658</u>). If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions <u>2003</u> (2023-06-08) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u> <u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names"

Subsection 5.4 of <u>2003</u>, (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all



bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> 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.

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C".

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C".

4.1.1.3 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - <u>A0027T</u> (2022-12-01)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **70 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **110 points.**
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the



highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135 89/135		92/135	
Bid Evaluated Price		\$55,000.00 \$50,000.00		\$45,000.00	
Calculations Technical Merit Score Pricing Score		115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
		45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00	
Combined Rating		84.18 73.15		77.70	
Overall Ratin	g	1st	3rd	2nd	



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 <u>Forms for the Integrity Regime</u> website (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Conditional Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

- 1. `I am an owner of ______ (*insert name of business*), and an Indigenous person, as defined in <u>Annex 9.4</u> of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date

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 <u>Ineligibility and Suspension Policy</u> (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 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-</u> <u>eng.html</u>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.4.2 Education and Experience

SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience



5.2.4.3 Personnel Identification Form (PIF)

Bidders must complete the Personnel Identification Form found in Attachment 1 to Part 5.

5.2.4.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.4.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.4.6 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:
- For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



5.2.5 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation</u> <u>Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members</u> <u>of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes()No()

If so, the Bidder must provide the following information:

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

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

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

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 PERSONNEL IDENTIFICATION FORM

Contract / file number:

30004539

PROJECT TITLE:

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory : _____ Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

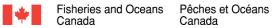
For Use at Fisheries and Oceans Canada Authorization of Contracting Security Authority

Ē

I approve I do not approve based on:

Contracting Security Authority: _____

Date: _____



ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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 following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

6.1.1.1 Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #9

- The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
- The contractor/offeror personnel requiring access to protected information, assets or work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSC
- The contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of protected B
- 4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
- 5. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex D
 - b. Contract Security Manual (latest edition)

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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** <u>2010B</u> (2022-12-01) General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010B</u> (2013-03-21) General Conditions Professional Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: <u>2010B</u> 10 (2013-03-21) Invoice submission Insert: **Invoice submission**

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to: the Project Authority and the AP Coder (to be inserted at Contract award). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. <u>Note</u>: 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
 - I. 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 November 1, 2023 to October 31, 2024 inclusive.



6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Tina Brown
Title:	Acting Contracting Specialist
Department:	Fisheries and Oceans Canada
Directorate:	Material and Procurement Services
Address:	301 Bishop Drive, Fredericton NB, E3C 2M6
Telephone:	(506) 238-3224
E-mail address:	DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca
	Copy to: Tina.Brown@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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1 Basis of Payment

The Contractor will be paid for its cost 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

- 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.
 - 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

6.7.3.1 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.

6.7.4 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

- **6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- **6.8.2** Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to: Project Authority and AP Coder *(to be inserted at Contract award)* and provides the required information as stated in subsection 6.8.1 above.

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 Clause

SACC Manual clause A3000C (2022-05-12), Aboriginal Business Certification



6.10 Applicable Laws

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

6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (c) Annex "A" Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Evaluation Criteria;
- (f) Annex "D", Security Requirements Check List;
- (g) Annex "E", Insurance Conditions
- (h) the Contractor's bid dated ______ (to be inserted at Contract award).

6.13 Insurance – <u>G100C</u> (2013-11-06) Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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.

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell



website under the heading "Dispute Resolution".

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

6.15 Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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



ANNEX "A" STATEMENT OF WORK

1. Objective:

Provision of a maritime telemedical assistance service (TMAS).

Telemedical Assistance Service, as defined under the International Aeronautical and Maritime Search and Rescue Manual, is a medical service permanently staffed by doctors qualified in conducting remote consultations and well versed in the particular nature of treatment on board ship.

2. Background:

The International Convention on Maritime Search and Rescue requires Canada as a Party to provide, on request from masters of ships, medical advice and initial medical assistance and, as required, arrangements for medical evacuation for patients. Medical advice includes the exchange of medical information and recommended treatment for sick or injured persons where treatment cannot be administered directly by prescribing medical personnel.

The Canadian Joint Rescue Coordination Centre (JRCC) and Maritime Rescue Sub Centre (MRSC) are responsible for delivering search and rescue services which includes the organization of medical advice and assistance to vessels operating within its Search and Rescue Region (SRR) 24 hours a day, 7 days a week, 365 days a year.

As a result, the Department of Fisheries and Oceans intends to contract TMAS for mariners who request this service through the JRCC, MRSC and all Canadian Coast Guard (CCG) Maritime Communications and Traffic Services (MCTS) stations.

3. Terminology:

- TMAS Telemedical Assistance Service
- JRCC Joint Rescue Coordination Centre
- MRSC Maritime Rescue Sub Centre
- MCTS Maritime Communications and Traffic Services
- SRR Search and Rescue Region
- RS Rescue Specialist
- CCG Canadian Coast Guard

4. Reference Documents:

Coast Guard Fleet logistics Manual (CCG/5758 – 400.00.07) - Pharmaceutical, medical supplies, and related items - Coast Guard Fleet Logistics Standards 400.00.07 Annex A Scale of Acquisition.

5. Requirements:

Provide Telemedical Assistance Service (TMAS) to vessels operating within the Canadian Coast Guard Search and Rescue Region (SRR) 24 hours a day, 7 days a week, 365 days year.

5.1 Tasks:

List of Services (A)



- a) Be available 24 hours a day, 7 days a week, to receive calls and provide TMAS to mariners via both a local and a toll-free number.
- b) Physicians must be available in both official languages (English and French) at all times.
- c) Expect to receive calls from any vessel in the Canadian Coast Guard Search and Rescue Region which will normally be relayed by the JRCC Halifax, JRCC Trenton, JRCC Victoria, MRSC Québec, MRSC St. John's or any Canadian Coast Guard MCTS station across the country.
- d) When the initial call is made for TMAS, a physician must be on the call with the client within four (4) minutes of the TMAS provider receiving the call for assistance.
- e) Make arrangements to manage two concurrent cases including concurrent calls. i.e. two physicians on simultaneous calls.
- f) Make prompt medical assessments of remote patients and provide prompt medical recommendations to ships' masters/medical responders in relation to medical treatment to be administered to those patients.
- g) Make recommendations to the ship's master, JRCC or MRSC for the diversion of the ship or evacuation of patients to shore based facilities or another vessel if required.
- h) Accept follow up calls and provide prompt medical advice to medical responders onboard the medevac vehicle, generally Department of National Defence search and rescue technicians and Canadian Coast Guard Rescue Specialists.
- Provide Rescue Specialists with a medical order for prescription or controlled medications if necessary in accordance with Coast Guard Fleet Logistics Manual (CCG/5758-400.00.07) Pharmaceuticals, Medical Supplies and Related Items – Coast Guard Fleet Logistics Standards 400.00.07 Annex A Scale of Acquisition and Rescue Specialist protocols.
- j) When required, recommend to JRCC or MRSC a medical facility to which the patient should be evacuated.
- k) Upon request by JRCC or MRSC, the TMAS will ensure through liaison that the receiving hospital is briefed on the patient's condition and treatment. (Note: JRCC or MRSC may request this when the situation is critical and technical medical information must be transferred to the receiving hospital).
- Respond promptly to email inquiries, acknowledging them within 24 hours and delivering a suitable response or outlining appropriate next steps within a maximum of five (5) business days.
- Provide, on an as needed basis, the review of any medical protocols or equipment changes requested by the Rescue Specialist Coordinators Working Group.



n) Consultation with the Medical Director, when required, by the National Rescue Specialist Coordinator or delegate for Canadian Coast Guard with regards to the Rescue Specialist program.

5.2 Deliverables and Acceptance Criteria:

- a) Provide one (1) local and one (1) toll free direct telephone number which the JRCC, MRSC or MCTS can contact TMAS provider.
- b) Provide one (1) generic email address for consultation requests with the Medical Director and/or physician.
- c) Provide coordination/administration services for this TMAS service, including billing.
- d) Provide an Excel format summary report on a monthly basis along with access to the source data, preferably via an Application Programming Interface and should be completed within the first five (5) calendar days of every month. The report should include the following:
- Total number of all calls received;
- A brief of all calls received which includes:
 - Physician's response time. If the period exceeds four (4) minutes, provide an explanation.
 - The JRCC/MRSC/MCTS centre location requesting the TMAS. If the call originated outside JRCC/MRSC/MCTS, indicate centre/person who made the call;
 - Name of the CCG Vessel;
 - > Nature of the call (i.e. category of medical issue);
 - Physician recommendation (i.e. provide medical order, medical advice, medevac, etc.);
 - > The CCG Rescue Specialist skills requested from the TMAS provider;
 - The CCG Rescue Specialist skills used;
 - What was the position of the responder on the call (i.e. CCG Rescue Specialist, CCG Health Officer, DND Search and Rescue Technician, etc.)?
- Identify and explain any delays in providing a prompt service.
- Identify and explain any instance when the TMAS could not be provided.
- Provide feedback on Rescue Specialist, JRCC, MRSC and MCTS' performance if any concerns arise.

6. Location of Work, Work site and Delivery Point:

The work will be completed at the contractor office or an associated site.

7. Travel and Living:

There are no travel requirements associated with the work under this Contract. Any travel and living expenses incurred will be the responsibility of the contractor.



8. Language of Work:

The proposed physicians and any back-up resource(s) **must** be fluent in English and French. Fluent is defined as Written, Verbal, and Comprehension at an intermediate level. (see the following legend).

Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations.	A person reading at this level can: • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
ntermediate	A person speaking at this level can: • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations.	A person reading at this level can: • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas.	A person writing at this level can: • deal with explicit information on work- related topics since they have sufficient mastery of grammar and vocabulary
Advanced	A person speaking at this level can: • support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material.	A person writing at this level can: • write texts where ideas are developed and presented in a coherent manner.

ANNEX "B" BASIS of PAYMENT

The Bidder must complete this pricing annex and include it in its financial bid.

The Bidder will be paid a firm price for the work, customs duties included and Applicable Taxes extra for the provision of all professional services, including all associated costs to carry out the required work.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the bidder for any relocation of resources required to satisfy its contractual obligations.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Initial Contract period: November 1, 2023 to October 31, 2024 inclusive: No Deliverable Unit of All-inclusive Monthly

No.	Deliverable	Unit of Measure	All-inclusive Monthly Rate	Total Estimated Cost	
1	Maritime Telemedical Assistance Services (TMAS) as per Annex "A" – Statement of Work	12 Months	\$	\$	
	Total all-inclusive price (excluding taxes)				

Option Period 1: November 1, 2024 to October 31, 2025 inclusive:

No.	Deliverable	Unit of Measure	All-inclusive Monthly Rate	Total Estimated Cost	
1	Maritime Telemedical Assistance Services (TMAS) as per Annex "A" – Statement of Work	12 Months	\$	\$	
	Total all-inclusive price (excluding taxes)				

Option Period 2: November 1, 2025 to October 31, 2026 inclusive:

No.	Deliverable	Unit of Measure	All-inclusive Monthly Rate	Total Estimated Cost
1	Maritime Telemedical Assistance Services (TMAS) as per Annex "A" – Statement of Work	12 Months	\$	\$
	\$			

Option Period 3: November 1, 2026 to October 31, 2027 inclusive:

No.	Deliverable	Unit of Measure	All-inclusive Monthly Rate	Total Estimated Cost
1	Maritime Telemedical Assistance Services (TMAS) as per Annex "A" – Statement of Work	12 Months	\$	\$
	\$			

TOTAL

Contract Periods	Estimated Cost
Initial Contract Period: November 1, 2023 – October 31, 2024	\$
Option Year 1: November 1, 2024 – October 31, 2025	\$
Option Year 2: November 1, 2025 – October 31, 2026	\$
Option Year 3: November 1, 2026 – October 31, 2027	\$
Sub Total Excluding Taxes	\$
Applicable Taxes	\$
Estimated Total Including Taxes	\$



ANNEX "C" EVALUATION CRITERIA

The Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein.

Mandatory Technical Criteria

Bidders Proposals must clearly demonstrate that they meet all Mandatory Technical Criteria for the proposal to be considered for further evaluation. Proposals not meeting the Mandatory Technical Criteria will be deemed non-compliant and excluded from further consideration.

The Bidder must include the following table in their proposal, indicating that their proposal meets the Mandatory Technical Criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria	Proposal Page No
М1	The Bidder must demonstrate in writing within the submission that their Physicians have extensive training in emergency medicine and have knowledge and understanding of the marine environment. The term 'extensive' implies a minimum of 6 months experience		
M2	The Bidder must present proof that their Physicians have completed either a CCFP- EM (Royal College of Emergency Medicine Residency) designation OR FRCPC (Fellow of the Royal College of Physicians of Canada). The Bidder must provide resumes and copies of their certifications for a minimum of three (3) qualified physician resources. Resumes must be submitted to demonstrate compliance.		
М3	The Bidder must demonstrate in writing within the submission that it has the Physicians available 24 hours a day, 7 days a week, to receive and manage two concurrent cases including concurrent calls and provide Telemedical Assistance Services (TMAS) to mariners.		



Point Rated Technical Evaluation Criteria

Proposals meeting all Mandatory Technical Criteria will then be evaluated and rated against the following Point Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

In cases where more than one (1) resource is being proposed for the same resource category and level EACH of the resources will be evaluated separately and the average of the two scores will be used for evaluation purposes for the criteria for the specific resource category and level.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- 1. The name of the client organization to whom the services were provided;
- 2. The name, telephone number and if applicable the email address of a representative of the client;
- 3. A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- 4. The dates and duration of the work (including the start and end dates of the work).

	Rated Requirement	Demonstrated Compliance, Cross Reference to	Points
R1	The Bidder should demonstrate how their Emergency and Medical Information Support System's ability to respond to calls within a defined timeframe. Must provide reports from two (2) projects. • Demonstrate consistent *response emergency calls in 3-4 minutes (5 points); • Demonstrate consistent response emergency calls in more than 2 minutes - 3 minutes (10 points); • Demonstrate consistent response emergency calls in 0 - less than 2 minutes (15 points)	Keterence to	/30
	*Consistent is defined as: 95% of the time (Maximum 15 points per project)		



R2	 The Bidder should provide two (2) previous projects that demonstrates how their Emergency and Medical Information Support System provided 24 hour services and 7 days per week. Each Project will be evaluated separately (Maximum 15 points per project) By a single physician - (5 points); By rotation of physicians - (10 points); By call-in Centre supported by more than 1 physician at all time- (15 points) 		/30
R3	The Bidder should demonstrate with previous projects examples, within the last 10 years of bid closing, their experience in providing prompt medical advice in relation to medical treatment to be administered to those patients. 25 months up to 36 months = 5 points 37 months up to 48 months = 10 points 49 + months = 15 points		/15
R4	The Bidder should demonstrate within the two (2) provided projects the level of qualification of the responding personnel to a clients initial call. • Call responded by person with no EMS qualifications (5 points); • Call responded by person with EMS qualifications (10 points) • Call responded by the physician on call directly with no delays or intermediate (15 points)		/15
R5	 The Bidder should demonstrate within the two (2) provided projects the level of qualification of the attending personnel per incident/call. Call attended by person with other EMS expertise and qualifications (5 points) Call responded by a physician directly (10 points) 	al Score available: 110	/20
	*A minimum of 70 points is required to b		
		Total Score	/110



ANNEX "D" SECURITY REQUIREMENTS CHECK LIST

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)						
PART A - CONTRACT INFORMATION / PARTIE A		ONTRACTUELLE		Disatente / Disation state	nia au Dissailas	
 Originating Government Department or Organizatio Ministère ou organisme gouvernemental d'origine 		Scheder and Ocean		or Directorate / Direction génér	ale ou Direction	
	Ministere ou organisme gouvememental d'origine Department of Fisheries and Oceans Canadian Coast Guard, Response 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant					
4. Brief Description of Work / Brève description du tra	ival					
Provide a national maritime telemedical assistance service	ces to all Canadian Co	ast Guard maritime (communications and	I traffic services stations		
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-li accès à des marchandis 					No Yes Non Oul	
 b) Will the supplier require access to unclassified r Regulations? Le fournisseur aura-t-li accès à des données teo sur le contrôle des données techniques? 					No Yes Non Oul	
 Indicate the type of access required / Indiquer le type 	pe d'accès requis					
6. a) Will the supplier and its employees require accellate fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Q) (Préciser le niveau d'accès en utilisant le tablea	accès à des rensel uestion 7. c)	gnements ou à de			No ✓ Yes Non ✓ Oul	
6. b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTÉG	or assets is permitte rs, personnel d'entre ÉS et/ou CLASSIFI	d. etien) auront-lis ac ÉS n'est pas auto	cés à des zones (No Yes Non Oul	
 c) is this a commercial courier or delivery requirem S'agit-II d'un contrat de messagerie ou de livrais 			e nult?		Non Ves Oul	
7. a) indicate the type of information that the supplier	will be required to a	access / Indiquer i	e type d'informatio	on auquel le fournisseur devra a	avoir accès	
Canada 🖌		D/OTAN		Foreign / Étranger		
No release restrictions	All NATO countrie	s		No release restrictions		
Aucune restriction relative à la diffusion	Tous les pays de			Aucune restriction relative à la diffusion		
Not releasable A ne pas diffuser		_				
Restricted to: / Limité à :	Restricted to: / Li			Restricted to: / Limité à :		
Specify country(les): / Préciser le(s) pays :	Specify country(is	ss): / Préciser le(s	pays :	Specify country(les): / Précision	erie(s) pays :	
7. c) Level of Information / Niveau d'Information						
PROTECTED A PROTÉGÉ A	NATO UNCLASS NATO NON CLAS	SSIFIÉ		PROTECTED A PROTÉGÉ A PROTECTED B		
PROTECTED B PROTÉGÉ B PROTECTED C	NATO RESTRICT NATO DIFFUSIO NATO CONFIDE	N RESTREINTE	H	PROTECTED B PROTECTED C	님	
PROTÉGÉ C	NATO CONFIDE		<u>Ц</u>	PROTÉGÉ C CONFIDENTIAL		
	NATO SECRET	ORET	님	CONFIDENTIEL	님	
SECRET	COSMIC TRES S			SECRET		
TOP SECRET TRÈS SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET TRÈS SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä



Le toumiséur aurà-i al actè a des renesignements ou à des biens COMBEC designés PROTEGÉS etou CLASSIFIÉS? Venn		inued) / PARTIE A (suite)	and/or CLASSIELED COMPEC Information or account?	No. Vor							
Does inflimitative, indiquer le nivea de sensibilité : No Yes N'III de seguiter le require does betremely sensibilité : No Yes Nont Tieles y Indexis / Tieles betremely sensibilité : No Yes Sout Tieles y Indexis / Tieles betremely sensibilité : No Yes Data de restance de la document : Document Namero du document : No Yes Data de restance de la document : Document Namero du document : SecRet : TOP SECRET : TOP SECRET : Data de restance security screening level required / Niveau de contrôle de la securité du personnel requis CONFIDENTIAL : SECRET : TOP SECRET : Data de restance security screening level required / Niveau de contrôle de la securité du personnel requis No No No Data de restance security screening are identified, a Security Classification Guide musit be provided. No No No NOTE : firmultiple levels of screening are identified, a Security Classification Guide en castification de la securité du têtre tourt. No No No 10. b) May unscreened personnel be securité du trovit? No No No Yes No Trest screnert : Seclau commentas: Commen				No Yes Non Oul							
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12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?																
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intituiée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

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ANNEX "E" **INSURANCE CONDITIONS**

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - Broad Form Property Damage including Completed Operations: Expands the Property i. Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) j. days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. Ι. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but



for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend 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.

Medical Malpractice Liability Insurance

- 1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 4. 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.