



**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: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen 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 aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine 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).

Comments: - Commentaries :

Title – Sujet Marine Mammal Rescue Program in Newfoundland		Date March 3, 2016
Solicitation No. – N° de l'invitation F5211-150677		
Client Reference No. - No. de référence du client F6098-160001		
Solicitation Closes – L'invitation prend fin At / à : 1400 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : MARCH 23, 2016		
F.O.B. – F.A.B Destination	GST – TPS 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 Jennifer Beamish Senior Contracting Officer Email – courriel: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under 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, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: 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.

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 \(2015-07-03\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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 only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid** (one hard copy **OR** one soft copy in PDF format)
- Section II: Financial Bid** (one hard copy **OR** one soft copy in PDF format)
- Section III: Certifications** (one hard copy **OR** one soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- 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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications 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

Please see Attachment 1 to Part 4 for details.

4.1.1.2 Point Rated Technical Criteria

Please see Attachment 1 to Part 4 for details.

4.1.2 Financial Evaluation

4.1.2.1 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$ 71,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.1.2.2 Evaluation of Price – Canadian / Foreign Bidders

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

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 10 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 25 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 80% for the technical merit and 20 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		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	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



Attachment 1 to Part 4 – Evaluation Criteria

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Mandatory Technical Criteria (MT)			
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, its parent, subsidiaries, or other affiliates of the Bidder, or its sub-contractors will be considered.			
The Bidder			
Mandatory Technical Criterion		MET/ NOT MET	Cross Reference to Proposal
MT1	The Bidder's proposed resource as the lead disentangler must be certified through the Provincetown Center for Coastal Studies disentanglement program (Level 4 or 5) *. The Center is located in Provincetown, Massachusetts. * If not certified through Provincetown CCS, equivalent qualifications and training may be accepted.		
MT2	The Bidder's proposed resource as the lead disentangler must have a minimum of three (3) cumulative years of prior experience in providing incident response services for the disentanglement of large whales & mammals		
MT3	The Bidder's proposed resource as the lead disentangler must have a minimum of three (3) cumulative years of prior experience working with large whale behaviour, species identification, and physiology.		
MT4	The Bidder's proposed resource as the lead disentangler must demonstrate proof of International Whaling Commission Certification.		
MT5	The Bidder must provide an outline of the methodology and approach for responding to incidents with little to no notice, and have the resources allow a timely response (24 hours per day/7 days per week)		
MT6	The Bidder must have a minimum of three (3) cumulative years of prior experience providing services in implementing and maintaining an incident response line as described in Annex A - Statement of Work		
MT7	The Bidder must provide evidence that they maintain a toll-free telephone number for the public and commercial fishers to utilize and report all of gear-entrapped, injured or stranded marine animals.		

RATED REQUIREMENTS:

The Bidder MUST achieve a minimum score of **10** points overall of the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.



Rated Evaluation Criteria		Max Points	Point Breakdown Structure	Cross Reference to Proposal [COMPLETED BY BIDDER]
R1	The Bidder should have experience providing services in implementing and maintaining an incident response line as described in Annex A - Statement of Work	10	<ul style="list-style-type: none"> 0 to 3 years' experience (0 to 36 months)= 0 points 3 to 4 years' experience (37 to 48 months) = 5 point More than 4 years' experience (49 or more months) = 10 points 	
R2	The Bidder should have experience in providing incident response services for the disentanglement of large whales & mammals	10	<ul style="list-style-type: none"> 0 to 3 years' experience (0 to 36 months)= 0 points 3 to 4 years' experience (37 to 48 months) = 5 point More than 4 years' experience (49 or more months) = 10 points 	

Rated Criterion 3: Knowledge and Understanding

For the following criterion:

0 points: Unsatisfactory: No details provided. No approach and/or methodology and/or understanding was proposed.

1 point: Incomplete or limited explanation of how it will meet this requirement. The approach and/or methodology and/or understanding lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with the objective and expected outcomes of this requirement. The Bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.

2 points: Poor explanation of how it will meet this requirement. The approach and/or methodology and/or understanding has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.

3 points: Acceptable and adequate explanation of how it will meet this requirement. The approach and/or methodology and/or understanding is structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The Bidder demonstrates the minimum acceptable capability to meet most elements.

4 points: Good explanation of how it will meet this requirement. The approach and/or methodology and/or understanding structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to adequately meet all elements of the requirement.

5 points: Excellent and in-depth and specific explanation on how it will meet this requirement. The approach and/or methodology and/or understanding is structured, coherent, and all necessary details are provided. No deficiencies exist. The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to fully meet all elements of the requirement.



Rated Evaluation Criteria		Max Points	Point Breakdown Structure	Cross Reference to Proposal [COMPLETED BY BIDDER]
R3	The Bidder should clearly describe the proposed approach and methodology to meet the requirements outlined in Annex A - Statement of work	5	<ul style="list-style-type: none"> • Unsatisfactory = 0 points • Incomplete or limited explanation = 1 point • Poor explanation = 2 points • Acceptable explanation = 3 points • Good explanation = 4 points • Excellent/Comprehensive explanation = 5 points 	
Total Points Available (Minimum Points 10)		25		



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the



permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

5.1.2.5 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:
-

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of June 1, 2016 to May 30, 2017

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 periods 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 **one (1)** calendar day 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: Jennifer Beamish
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6

Telephone: 506-452-3800
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 entered at contract award)

The Project Authority for the Contract is:

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

Telephone : ____-____-_____
Facsimile: ____-____-_____
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 entered at contract award)

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

Telephone : ____-____-_____
Facsimile: ____-____-_____
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

- 6.7.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*to be entered 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 percent committed, or
 - b. four (4) 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 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.

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 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.

- a. Each invoice must be supported by:
 - i. a copy of the monthly progress report.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 Licensing

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

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 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist;
- (f) Annex D, Marine Liability Insurance
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance – Specific Requirements

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

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

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



ANNEX A - STATEMENT OF WORK

1.0 Title:

Programme for the Rescue of Entrapped/Stranded Marine Animals in Distress: Newfoundland and Labrador Region

2.0 INTRODUCTION

The purpose of DFO's Programme for the Rescue of Entrapped/Stranded Marine Animals in Distress is to provide a 24-hour, seven-day-a-week toll-free telephone line for commercial fishers and members of the public to report stranded and/or entrapped marine animals, and maintain a ready team to respond to and assist or release entrapped and stranded marine animals.

It aims to ensure the safe release of Whales, Leatherback sea turtles and other marine animals and cetaceans from commercial fishing gear, thus providing both a direct mitigation for species currently listed under the *Species at Risk Act (SARA)*, and decreasing damage to commercial fishing gear. The programme has the added benefit of both improving communications with commercial fishers and the general public regarding marine animal conservation and providing an opportunity to collect scientific data to improve our understanding of these species.

3.0 OBJECTIVE

The purpose of DFO's Programme for the Rescue of Entrapped/Stranded Marine Animals in Distress is to provide a 24-hour, seven-day-a-week toll-free telephone line for commercial fishers and members of the public to report stranded and/or entrapped marine animals and maintain a ready team to respond to and assist or release entrapped and/or stranded marine animals.

4.0 BACKGROUND, ASSUMPTIONS AND SPECIFIC SCOPE OF THE REQUIREMENT

Assistance to fishers who have marine animals entrapped in their fishing gear has been provided throughout Newfoundland and Labrador, by various organizations, since the late 1970s. Fisheries and Oceans Canada (DFO) provides funding, along with other logistics and equipment support, for the delivery of this service.

This programme addresses incidents throughout the entire Newfoundland and Labrador Region, which typically experiences more large marine animal entanglements than any other region of the country. With an expansive coastline and ocean area, high cetacean species diversity, widespread commercial fishing activity, high stakeholder/public expectations and a small Non-Government Organization (NGO) community, to date the best means to respond to these stranded and entrapped animals has been through DFO delivering a Programme for the Rescue of Entrapped/Stranded Marine Animals in Distress. The potential location and timing of such incidents is unknown.

The contractor is required to deliver the project in accordance with the Statement of Work ONLY in situations and conditions considered safe for such delivery. Under no circumstances should contractor attempt a rescue of a marine animal if environmental/weather conditions, or the logistical circumstances are not reasonable and safe.

5.0 REQUIREMENTS

5.1 TASKS AND ACTIVITIES:

The contractor must provide year round, seven-day-a week, 24-hour a day emergency response to commercial fishers and the general public who have seen or are seeing



marine animals entangled in commercial fishing gear, stranded, or in trouble throughout the waters of the Newfoundland and Labrador Region.

The response capabilities must include delivery of the following:

1. Maintaining toll-free telephone number for the public and commercial fishers to utilize and report all of gear-entrapped injured or stranded marine animals. This will include all marine mammal species. Some particular at risk species, such as the endangered Leatherback sea turtle, as well as Right and Blue whales, will also be assisted as necessary
2. Informing and advising those persons reporting marine mammal incidents regarding an appropriate approach for them to deal with the reported incident, including a safe perimeter to maintain.
3. Informing, as soon as possible, by email or telephone, the Department of Fisheries and Oceans (DFO) office located in closest proximity to the incidents where a marine mammal entanglement or stranding has been reported, and provide details on reported location and description of the incident; and to maintain that ongoing communication with DFO, until the incident is effectively addressed, or until such time as the marine animal is no longer in distress.

Note: DFO in NL Region is refining an internal, department protocol regionally to address all such incidents. A requirement to maintain a close and ongoing communication with DFO will be essential in the successful implementation of this rescue/disentanglement field work so that all work is conducted in a manner which is consistent with the DFO NL Region internal operations protocol.

4. Providing an appropriate and safe response to entrapment/ strandings incidents.
5. Must be physically fit and able to work safely in adverse conditions, including harsh and, unpredictable marine environments.
6. Providing the safe removal of commercial fishing gear from entrapped marine animals at the request of commercial fishers, where possible;
7. Providing the safe removal of dead marine animals from fishing gear at request of commercial fishers, where possible.
8. Providing notification of a toll-free telephone number for assistance and project information to licenced commercial fishers, government and non-government agencies that work directly with commercial fishers and recreational boaters and/or other recreational users.
9. Providing advice to commercial fishers and recreational boaters and/or other recreational users as to safe removal of dead, floating marine animals.
10. Providing information to the Canadian Coast Guard on dead, floating marine animals for inclusion in appropriate Notices to Mariners and/or other Coast Guard communications mechanisms.
11. Discussing general species biology of various marine animals inhabiting the waters of the Newfoundland and Labrador region with commercial and recreational fishers and lay persons;



12. Providing expert advice on how to safely handle live, stranded or injured marine animals to DFO or other organizations, as requested;
13. Assisting with the safe transporting of live, stranded or injured marine animals to deeper waters;
14. Safely collecting morphometrics and samples from dead stranded marine animals, as and when directed by DFO Science. Any such sampling activities would only take place under the direction of DFO Science. Contractor would need to be authorized under appropriate Marine Mammal Regulations and Species at Risk Act permitting processes.
15. Liaising with and providing scientific information to DFO Marine Mammals scientists in the region and elsewhere who are interested in and/or who work with marine animals;
16. Maintaining, in good and safe working order, emergency response equipment such as an appropriately inspected and licenced boat and motor, motor vehicle and other equipment necessary for the safe removal of marine animals entangled in commercial fishing gear and/or other marine equipment.
17. Communications
 - 17.1 Informing the public and stakeholders about the programme through media and public outreach.
 - 17.2 Acknowledging DFO's contribution in any public communications about the programme.
 - 17.3 Ensuring that any announcements, brochures, advertisements, web content or other materials promoting the programme will display the DFO signature, Canada wordmark or otherwise make reference to DFO.
 - 17.4 Obtaining the approval of DFO before preparing any announcements, brochures, advertisements, web content or other materials that will display the DFO signature, Canada wordmark or otherwise make reference to DFO.
 - 17.5 Agreeing to the distribution by DFO of information about the programme as part of public communication initiatives including, but not limited to, feature stories, news releases, speeches, web content, DFO promotional materials and special publications.
 - 17.7 DFO may, at its sole discretion, withdraw the requirements of the contractor's acknowledgement of the DFO's contribution in all public communications of the programme.

5.2 ESTIMATED LEVEL OF EFFORT

The services outlined above will be required on an as and when required basis. The contractor is required to report each instance as outlined in section 7.0 of this Statement of Work.

6.0 SPECIFICATIONS AND STANDARDS

Details are noted above in Tasks, Activities, Deliverables and Milestones. In addition, DFO does have the following requirements for this scope of work.



6.1 Charter of Vessels:

The contractor must not charter marine vessels for the purpose of delivery of this contract. The contractor must provide its own vessel for the delivery of this program.

6.2 Training

The contractor must have completed appropriate training recognized by the International Whaling Commission Entanglement Response Network and must be able to show proof of the successful completion of such training. For more detailed information see: <https://iwc.int/entanglement-response-network>.

The contractor must abide by the DFO Guidelines – “*Marine Mammal Response Programme Overview of Disentanglement Procedures*” in conducting all operational activities. A copy of this document is available from the Project Authority at DFO, upon written request, following contract award.

7.0 REPORTING AND INVOICING REQUIREMENTS

The contractor must submit, via email to the Fisheries and Oceans Project Authority, on a monthly basis, written progress reports (supported by monthly invoices) including, but not limited to:

- information on number and species of marine animals assisted or rescued,
- location of rescues/strandings,
- number of phone calls received reporting strandings/entrapments,
- details on scientific data collected including number and kinds of samples taken from dead marine animal species,
- issues or concerns related to the situations encountered,
- number of fishers/recreational boaters, and/or other ocean environment recreational users contacted via an education or public awareness program, and/or any other pertinent information.

These reports should be supported by photographs or videos of rescue and/or disentanglement operations. Submission of photographs and/or videos should also include the full names and pertinent contact information of all people in the photographs and/or videos.

The required monthly reporting template format will be provided by Fisheries and Oceans Canada, and may be updated from time to time.

8.0 PROJECT MANGEMENT CONTROL PROCEDURES

The contractor will:

- Deliver the Rescue and Stranding Programme for Marine Animals in Distress, as per the Statement of Work.
- Prepare and submit, via email, accurate monthly, written progress reports, as per DFO-provided reporting template. This will include the provision of appropriate photos and videos documenting the rescue/disentanglement efforts, depending on the circumstances of each incident, and only if such photos and videos can be safely obtained.
- Prepare and submit an accurate final annual report summarizing all project activities and results, as per DFO-provided reporting template.



9.0 CHANGE MANAGEMENT PROCEDURES

Any Contractor requested changes in the scope of work will be submitted, in writing, to the Project Authority. 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.

10.0 CONTRACT PERIOD

The contractor is responsible for delivery of the rescue and strandings programme for marine animals in distress (as outlined above) for the period June 1, 2016 to May 30, 2017, with three (3) irrevocable options to renew for additional one (1) year periods.

11.0 OTHER TERMS AND CONDITIONS

11.1 CLIENT SUPPORT

DFO will provide the required monthly reporting template format (in Word and Excel formats) for the contractor and may be updated from time to time.

DFO will ensure the Project Authority is available to the contractor as the main point of contact for all activities.

DFO will provide feedback within three business days of submission on any communications regarding the media relations aspects of the contract.

11.2 CONTRACTOR RESPONSIBILITIES

The contractor shall label any equipment loaned or provided by DFO, as being the property of Canada. The contractor shall take reasonable and proper care of all any equipment loaned or provided by DFO. The contractor will also ensure that the equipment is returned to DFO in good working condition upon contract completion.

11.3 LOCATION OF WORK

Contract activities will take place within the Newfoundland and Labrador Region. Given the nature of the work it is not possible to anticipate where all rescue and/or disentanglement activities will take place.

11.4 TRAVEL AND LIVING

Canada will not be reimbursing any costs associated with travel and living as part of this contract.

11.5 LANGUAGE OF WORK

The language of work shall be English.

11.6 INSURANCE

The Contractor must have appropriate, current Liability insurance and/or appropriate, current Workers Compensation coverage in place in the province of Newfoundland and Labrador throughout the duration of the contract. Copies of this documentation must be provided to the DFO Project Authority in advance of commencement of the Contract.



ANNEX B - BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work described in the Statement of Work in Annex "A"

- Prices are firm.
- Prices are in Canadian Dollars.
- Prices exclude GST/HST; GST/HST will be added as a separate item, on any invoice issued as a result of a Contract.

	Description	Quantity	Price	Extended Price (excluding applicable taxes)
1	All inclusive monthly cost of operating, maintaining and responding to calls related to the work outlined in Annex A	12	\$ _____	\$ _____

Downtime/Outages

In the case where the call center is not in operation for a whole operational day, based on a 24 hour/ 7 day a week schedule, the monthly rate will be reduced by a pro-rated equivalent to the amount of time not in service rounded to the nearest one (1) hour amount.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Fisheries and Oceans
 2. Branch or Directorate / Direction générale ou Direction: Resource Management and Aboriginal Fisheries

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 travail
 The provision of a Programme for the Rescue of Entrapped/Stranded Marine Animals in Distress for Fisheries and Oceans Canada, Newfoundland and Labrador Region. The primary scope of work is delivered in the field, in the marine environment, actively disentangling and/or rescuing or transporting entangled and stranded marine mammals (ie cetaceans and turtles and other marine animals) See attached Scope of Work.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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? No / Non Yes / Oui

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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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ANNEX D – MARINE LIABILITY INSURANCE

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 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 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.