



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Cabot Place, Phase II, 2nd Floor**  
**Box 4600**  
**St. John's, NF**  
**A1C 5T2**  
**Bid Fax: (709) 772-4603**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
PWGSC / TPSGC - Nfld. Region  
Cabot Place, Phase II, 2nd Floor  
Box 4600  
St. John's, NF  
A1C 5T2

<b>Title - Sujet</b> DFO - Telemedical Services	
<b>Solicitation No. - N° de l'invitation</b> F6869-160003/B	<b>Date</b> 2016-05-20
<b>Client Reference No. - N° de référence du client</b> F6869-160003	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$OLZ-010-6599	
<b>File No. - N° de dossier</b> OLZ-6-39024 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-06-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> olz010
<b>Telephone No. - N° de téléphone</b> (709) 772-5396 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS SOUTHSIDE BASE P.O.BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The International Convention on Maritime Search and Rescue requires that the Joint Rescue Coordination Centre Halifax (JRCC) provides telemedical assistance to masters (TMAS) of ships within its search and rescue region (SRR), 24 hours a day.

As a result, the Department of Fisheries and Oceans intends to contract TMAS for mariners who request this through the JRCC and all Canadian Coast Guard maritime communications and traffic services (MCTS) stations in the Halifax Search and Rescue Region. This includes: Joint Rescue Coordination Centre Halifax, Maritime Rescue Sub-Centre Quebec, Maritime Communications and Traffic Services Centre (MCTS) Halifax, MCTS Sydney, MCTS Port Aux Basques, MCTS Placentia, MCTS Labrador, MCTS Les Escoumins, MCTS Quebec and MCTS Iqaluit.

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

### **1.2 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.

## 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>) issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five 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 Nova Scotia.

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard 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.

#### **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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria [To be completed by offeror with bid submission]

Bidders must provide supporting documentation with their bid demonstrating how they meet the following mandatory requirements. Bidders who do not provide this information will be deemed non-responsive and will be given no further evaluation.

##### **Please check (✓) accordingly:**

1. Physicians providing TMAS service will have extensive training and a minimum of 3-6 months experience in emergency medicine. Proof of experience must be provided with bid in the form of personnel resumes.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

2. Physicians providing TMAS service have knowledge and understanding of the marine environment.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

3. At least one bilingual (English and French) speaking physician will be on call at all times to provide the TMAS service in both official languages: English and French.

Met \_\_\_\_\_ Not Met \_\_\_\_\_

#### 4.1.2 Financial Evaluation

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



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## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

**5.2.3.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### **5.2.3.2 Status and Availability of Resources**

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

Note: Delete the last sentence of the second paragraph "Failure to comply with such request may result in the bid being declared non-responsive."

### **5.2.3.3 Education and Experience**

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

### **5.2.3.4 Workers Compensation Certification- Letter of Good Standing**

SACC Manual clause [A0285T](#) (2012-07-16) Workers Compensation Certification- Letter of Good Standing

## **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** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the contract is from 01 July 2016 to 30 June 2017 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 two additional one 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 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.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Carolyn Connolly  
Senior Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Professional Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-5396

Facsimile: (709) 772-4603

E-mail address: [carolyn.connolly@pwgsc.gc.ca](mailto:carolyn.connolly@pwgsc.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**

The Project Authority for the Contract will be named at Contract award.

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 *[Must be completed by offeror with bid submission]***

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (Inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

### 6.7.4 SACC Manual Clause

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

## 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of the report document as specified in the Contract;
2. Invoices must be distributed as follows:
    - a) The original and two (2) copies must be forwarded to the following address for certification and payment:  
Superintendent of Maritime Search and Rescue  
Canadian Coast Guard Services  
Southside Base  
St. John's, NL A1C 5X1

## **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.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Insurance Requirements;
- (f) Annex “D”, Information Required Under the Ineligibility and Suspension Policy;
- (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 Insurance – Specific Requirements**

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

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

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

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Maritime Telemedical Assistance Services (TMAS)**

##### **Background:**

The International Convention on Maritime Search and Rescue requires the Joint Rescue Coordination Centre Halifax (JRCC) to provide a maritime telemedical assistance service (TMAS) to vessels operating within its search and rescue region (SRR) 24 hours a day.

As a result, the Department of Fisheries and Oceans intends to contract TMAS for mariners who request this through the JRCC and all Canadian Coast Guard maritime communications and traffic services (MCTS) stations in the Halifax Search and Rescue Region.

##### **Description of Work:**

##### **The TMAS provider will:**

- 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) Be available in both official language (English and French).
- c) Expect to receive calls from any vessel in the Halifax Search and Rescue Region which will normally be relayed by the JRCC or an MCTS station.
- d) Make every effort to ensure that the physician must be on the call with the client within four 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, of which one physician being bilingual.
- f) Make prompt medical assessments of remote patients and provide prompt medical advice to ships' masters in relation to medical treatment to be administered to those patients, generally by non-medical personnel.
- g) Make recommendations to the ship's master and JRCC for the diversion of the ship or evacuation of patients to shore based facilities or another vessel if required.
- h) Accept follow up calls from medical responders onboard the medevac vehicle, generally DND search and rescue technicians and CG rescue specialists.
- i) When required, recommend a medical facility to which the patient should be evacuated.
- j) Upon request of JRCC, TMAS will ensure through liaison that the receiving hospital is briefed on the patient's condition and treatment. (Note: JRCC may request this when the situation is critical and technical medical information must be transferred to the receiving hospital).

##### **In addition to the above requirements, contractor is required to:**

- a) Provide coordination/administration services for this TMAS service, including billing.
- b) Provide a post-incident review of resuscitation if an automated external defibrillator (AED) was used.
- c) Provide on an as need basis review of any protocol changes recommended by the Rescue Specialist Training Advisory Group.
- d) Provide a monthly report on services provided, to include:
  - i) Number of incidents
  - ii) Number of calls – an incident may involve more than one call.
  - iii) Summary of the assessment and medical advice provided.



- iv) Identify and explain any delays in providing a prompt service.
- v) Identify and explain any instance when TMAS could not be provided.
- vi) Feedback on Rescue Specialist performance if any concerns arise.

**Record Keeping:**

The company will be required to maintain records of all calls and decisions/recommendations associated with the TMAS provided in accordance with normal medical standards.

**On-Call Physicians:**

Physicians will be required to have extensive training in emergency medicine and have knowledge and understanding of the marine environment.

**Contract Period:**

Contract will be in effect from July 1, 2016 to June 30, 2017, with an option to extend a one year July 1, 2017 to June 30, 2018 and again from July 1, 2018 to June 30, 2019.

**Cancellation Clause:**

During the contract period, the Department retains the right to cancel the contract with a minimum of a three-month notice. Should the Department no longer require services during the three-month notice period, The Department will reimburse the contractor for the remainder of the cancellation period.

**Terms of Payment:**

Contract will be for a Fixed Monthly Rate that is to be inclusive of all cost incurred to provide contract services.

Invoices to be submitted in triplicate on a monthly basis.

**Clarifications for bidders in question and answer format:**

1. Do all the calls come directly linked through the JRCC? Or are some from vessels directly?

All telemedicals are linked via JRCC or Marine Communications and Traffic Services (MCTS).

2. What is the composition of the vessels? Are they all foreign, Canadian, mixed and what is the approximate ratio?

The composition of vessels are a mixture of Canadian and foreign with the greater portion being Canadian vessels.

3. What is the mean of calls per week, or month? How often are there multiple calls at the same time? What is the average length of calls? How many require multiple contacts? On average, how many calls per year? How often are there dual calls?

The mean of calls per week or month are dependant of seasonal and maritime activity. Call length varies depending on seasonal and maritime activity. In excess of 100 calls annually. This may occur on very rare occasions, however there are often times when telemedical calls may overlap given the duration of the cases.

4. Who makes the follow up calls to receiving centers? Is that done by JRCC or do they link us?

There are occasions where follow up consultations are required with the clients, these telemedical calls are linked via JRCC or MCTS.

5. What documentation is required for each call? Does JRCC have specific forms? How is the documentation kept and by whom? Are there audio recordings of the calls?

As a minimal requirement, documentation should include: transmission information, telemedical call information, patient information (tombstone), patient vitals, narrative case information, miscellaneous information and doctor recommendation. The requirements for documentation are subject to change pending operational requirements. This documentation is generated by the telemedical provider. JRCC records all incoming and outgoing calls which is the property of Department of National Defence (DND).

6. Do the masters of vessels all speak English or French?

The masters of the vessels may speak either English or French or both.

Solicitation No. - N° de l'invitation  
F6869-160003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6869-160003

File No. - N° du dossier  
OLZ-6-39024

CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

Bidders are required to complete each Basis of Payments below (including option year one and option year two).

#### Basis of Payment for contract period July 1, 2016 – June 30, 2017:

Category	Quoted Firm All-Inclusive per Month Rate	Quantity	Unit of Issue	Total
TMAS Services	\$	12 months	Monthly	\$
<b>*Applicable taxes are excluded from total*</b>				

#### Option Year #1:

The Department of Fisheries and Oceans will have the option to extend the contract for an additional year 2017-2018.

#### Basis of Payment for July 1, 2017 – June 30, 2018:

Category	Quoted Firm All-Inclusive per Month Rate	Quantity	Unit of Issue	Total
TMAS Services	\$	12 months	Monthly	\$
<b>*Applicable taxes are excluded from total*</b>				

#### Option Year #2:

The Department of Fisheries and Oceans will have the option to extend the contract for an additional year 2018-2019.

#### Basis of Payment for July 1, 2018 – June 30, 2019:

Category	Quoted Firm All-Inclusive per Month Rate	Quantity	Unit of Issue	Total
TMAS Services	\$	12 months	Monthly	\$
<b>*Applicable taxes are excluded from total*</b>				

## **ANNEX "C"** **INSURANCES – SPECIFIC REQUIREMENTS**

### **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.
2. 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)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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- 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

#### **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.

**Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.**

**ANNEX "D"**

**INFORMATION REQUIRED UNDER THE INELIGIBILITY AND SUSPENSION POLICY**

**MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION**

**For more information see <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person;

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