



**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 STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

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 Vessel Charter for Water Sampling, Deployment and Recovery of Oceanographic Instruments off Halifax Harbour		Date July 24, 2020
Solicitation No. – N° de l'invitation F5211-200200		
Client Reference No. - No. de référence du client F5955-200006		
Solicitation Closes – L'invitation prend fin At / à : 14:00 ADT (Atlantic Daylight Time) On / le : September 9, 2020		
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 Kimberly Walker 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 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

1.2.1 The Department of Fisheries and Oceans (DFO) has invested in new technology to enhance their monitoring programs. The area off Halifax has been identified as an important location for obtaining data. DFO intends to retrieve water samples as well as deploy and retrieve instruments in this location to obtain physical, biological and chemical information annually.

Most of the DFO field activities are completed with a Canadian Coast Guard (CCG) vessel, but DFO sometimes requires chartering a vessel to pursue the monitoring activities when the CCG vessels are not available. The objective is to conduct water sampling and/or deployment/retrieval of oceanographic instrument such as autonomous vehicles, moorings, CTD rosette and drift buoys.

DFO will contact the contractor at least 48 hours in advance. The chartered vessel will pick up the DFO equipment and personnel at the vendor's wharf, in the Halifax, NS area, where the equipment will be loaded onto the vessel. Most of the loading/unloading can be done by hand, but some parts of the equipment weigh more than 50 pounds. For the heavier equipment, the vessel's crane will be used for loading as well as for deployment or recovery at sea.

After the equipment has been loaded, the chartered vessel will then transport the personnel and equipment to a pre-determined site off the Halifax Coast (Figure 1). DFO staff will provide the geographic coordinates for the site and estimated time at sea at least 24h before departure. DFO staff will prepare the equipment on the vessel and will retrieve or deploy the instrument with the assistance from the vessel captain and/or crew. Estimated total time for water sampling, deployment or retrieval along with travel to and from the site is 3-8 hours depending on the activity and instrument type.

Vessel chartering could be requested up to 20 times per year 'on an as needed basis' depending of DFO needs.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2018-05-22\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

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

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

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment".

3.1.1 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation,

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex F

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

SACC Manual Clause ([M0031T](#)) (2007-05-25), Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror 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.

Signature

Print Name of Signatory

5.1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the

Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.1.4 Experience and Education

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

5.1.5 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 7 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.6 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.7 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

5.1.8 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- Direct Deposit (Domestic and International);

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C and D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1A Offer

7.1.1A The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2A Security Requirements

7.2.1A There is no security requirement applicable to the Standing Offer.

7.3A Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1A General Conditions

[2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4A Term of Standing Offer

7.4.1A Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from October 1, 2020 to September 30, 2025 inclusive.

7.5A Authorities

7.5.1A Standing Offer Authority

The Standing Offer Authority is:

Name: Kim Walker
Title: Senior Contracting Officer
Department: Department of Fisheries and Oceans
Directorate: Materiel and Procurement Operations
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2A Project Authority

The Project Authority for the Standing Offer is: **(name to be provided at contract award)**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

OR

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3A Offeror's Representative (name to be provided at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

7.6A 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.

7.7A Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

7.8A Call-up Procedures - Right of First Refusal

7.8.1A Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1A The Project Authority will provide the Offeror with the following information **in writing**:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2A The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3A The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. **The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.**

7.8.1.4A Call-ups (contracts) will be issues first to those contractors that ranked #1 for the contract area. Should the 1st ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2nd ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving 48 hours to 7 calendar days to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2nd ranked contractor. 48 hours to 7 calendar days will again be giving to respond. If a response is not received during this time, the Project Authority will contact the 3rd ranked contractor.

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also services as notification to the Contractor, detailing the required services. A separate contract is entered into each time a call-up is made against the Standing Offer. Call-ups for work against a Standing Offer will be authorized by the Project Authority.

7.8.2A A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

7.9A Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10A Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$50,000.00 (Applicable Taxes included)**.

7.11A Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$250,000.00 (Applicable Taxes included)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12A 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Conditions;
- h) Annex D, Additional Vessel Charter Contract Conditions;
- i) Annex E, Charter Vessel Application Form;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13A Certifications and Additional Information

7.13.1A Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14A Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

7.15A 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.

7.16A SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1B Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2B Standard Clauses and Conditions

7.2.1B General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15, Interest on Overdue Accounts, of [2010B](#) (2018-06-21), will not apply to payments made by credit cards.

7.3B Term of Contract

7.3.1B Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4B 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.

7.5B Payment

7.5.1B Basis of Payment

The Contractor will be paid firm unit prices stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

7.5.2B Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3B Method of Payment - Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

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

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

7.5.4B Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6B 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 time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the following email address:
DFO.invoicing-facturation.MPO@canada.ca
AP Coder - (name to be provided at contract award)

7.7A Insurance – Specific Requirements

SACC Manual clause [G1001C \(2013-11-06\)](#) Insurance Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C & 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

1.1 Title

Vessel Charter for Water Sampling, Deployment and Recovery of Oceanographic Instruments off Halifax Harbour

1.2 Period of the Standing Offer

October 1, 2020 through to September 30, 2025

1.3 Introduction

The Department of Fisheries and Oceans (DFO) has invested in new technology to enhance their monitoring programs. The area off Halifax has been identified as an important location for obtaining data. DFO intends to retrieve water samples as well as deploy and retrieve instruments in this location to obtain physical, biological and chemical information annually.

1.4 Objectives of the Requirement

Most of the DFO field activities are completed with a Canadian Coast Guard (CCG) vessel, but DFO sometimes requires chartering a vessel to pursue the monitoring activities when the CCG vessels are not available. The objective is to conduct water sampling and/or deployment/retrieval of oceanographic instrument such as autonomous vehicles, moorings, CTD rosette and drift buoys.

2.0 Requirements

2.1 Tasks and Activities

DFO will contact the contractor at least 48 hours in advance. The chartered vessel will pick up the DFO equipment and personnel at the vendor's wharf, in the Halifax, NS area, where the equipment will be loaded onto the vessel. Most of the loading/unloading can be done by hand, but some parts of the equipment weigh more than 50 pounds. For the heavier equipment, the vessel's crane will be used for loading as well as for deployment or recovery at sea.

After the equipment has been loaded, the chartered vessel will then transport the personnel and equipment to a pre-determined site off the Halifax Coast (Figure 1). DFO staff will provide the geographic coordinates for the site and estimated time at sea at least 24h before departure. DFO staff will prepare the equipment on the vessel and will retrieve or deploy the instrument with the assistance from the vessel captain and/or crew. Estimated total time for water sampling, deployment or retrieval along with travel to and from the site is 3-8 hours depending on the activity and instrument type.

Vessel chartering could be requested up to 20 times per year 'on an as needed basis' depending of DFO needs.

2.2. Vessel requirements

1. The charter vessel must have a marine crane with certification for a SWL of 500 lb (minimum).
2. The marine crane must have a lift height over the vessel rail of 1m with a crane whip cable that reaches the waterline.
3. The vessel shall be able to travel at a minimum speed of 10 knots.
4. The vessel must be available year round (weather permitting) in the Halifax area.
5. The vessel shall be able to travel at least 16 nm from shore (Near Coastal Voyage Class 2 certification).

6. The vessel must have a work deck area of 16 m² (minimum).
7. The vessel shall provide sheltered space for a laptop computer with 120 V AC power.
8. The guardrail of the vessel needs to be maximum 1.5m above water line to be able to access the water surface with a boat hook when recovering an instrument.
9. The vessel shall have a functional private washroom facility (water closet).

2.3 Safety Requirements

1. The vessel supplier must be able provide proof of current Transport Canada inspections and certification required for the area of operation and the safe manning requirement.
2. The vessel supplier shall have the appropriate certification and insurance to carry passengers.
3. The vessel shall be large enough to safely hold 500 lb of equipment and up to 4 passengers.
4. Crew will be expected to assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
5. Crew will be expected to deploy/recover and/or assist with the deployment/recovery of scientific equipment according to information provided by the DFO personal.
6. Crew shall provide a familiarization tour of the ship for scientific personnel and inform them of safety equipment and procedures, ensuring the safety of equipment and personal and provide safe working areas on the ship at all time.
7. The vessel supplier shall have up-to-date charts for all the survey areas on board.

2.4 Location of The Work

The following figure provides a rough location of the work area. The farthest point from shore, the grey dot on the map, is located at 44.267, -63.317 which is less than 16 nm from land.

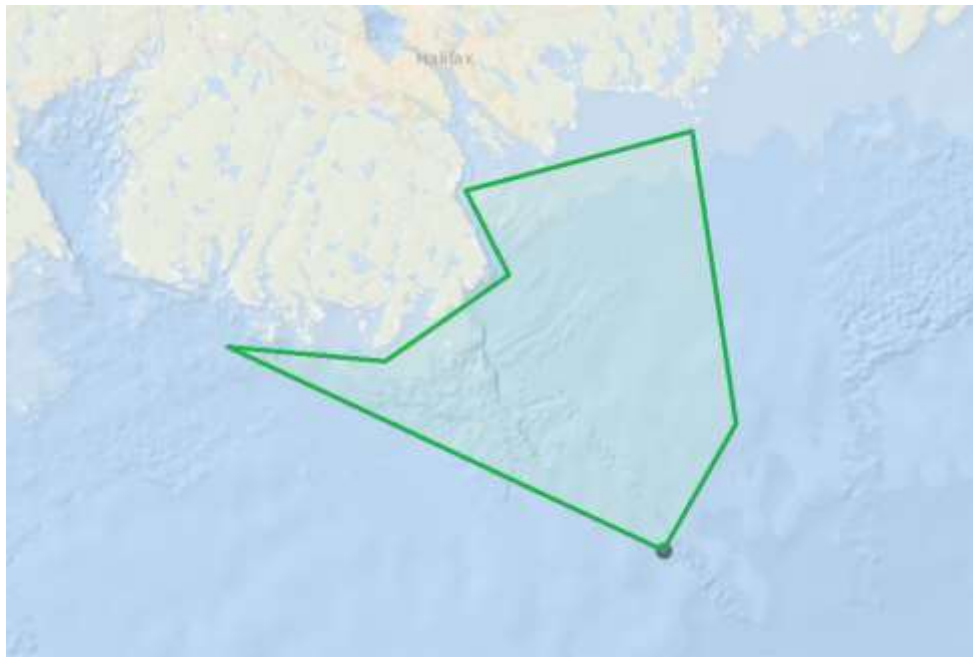


Figure 1 – General location of water sampling, instrument deployments and retrievals.

ANNEX "B" BASIS OF PAYMENT

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

CONTRACT PERIOD

The period of this contract is from Contract award till September 30, 2025. The Project work will take place annually between February 1 and December 15. Number of days and exact dates will be determined by the DFO scientist in-charge as this is a 'on an as needed basis'.

Vessel Name:	
---------------------	--

Contract Year	Hourly rate	Minimum cost per day
Initial Contract Year Contract award – September 30, 2021	\$	\$
Year 2 October 1, 2021 – September 30, 2022	\$	\$
Year 3 October 1, 2022 – September 30, 2023	\$	\$
Year 4 October 1, 2023 – September 30, 2024	\$	\$
Year 5 October 1, 2024 – September 30, 2025	\$	\$

Evaluation purposes

HOURLY RATE FROM ABOVE	BASED ON 12 HOUR DAY
\$	
\$	
\$	
\$	
\$	
Total for evaluation purposes only	

Note: The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

GST/HST

- a. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

- b. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

Pricing and Basis of Payment

The charter shall provide an all-inclusive cost for a "Hourly rate" based on: all vessel operating costs, crew wages, vessel maintenance and repair costs, fuel and oil, dump table and vessel wharf fees.

A "Hourly rate" must be submitted for the initial year of contract and each of the subsequent four (4) years.

ANNEX "C" INSURANCE REQUIREMENTS

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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

ANNEX "D" ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
 - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not

been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.

ANNEX "E" CHARTER VESSEL APPLICATION FORM

The marine vessel _____ CFV # _____, is hereby offered for charter by the undersigned upon terms and conditions as indicated within contract:

1. Owner(s)

Name (s):	Address:	Phone#:

2. Captain

Name	
Address	
Phone	
Marine Basic First Aid	Captain or one crew must have marine first aid
MED Certifications (list)	

3. Vessel Crew

Crew member 1 (required)	
Name	
Address	
Phone	
Marine Basic First Aid	Captain or one crew must have marine first aid
MED Certifications (list)	

Crew member 2 (optional, if rotating crew)	
Name	
Address	
Phone	
Marine Basic First Aid	Captain or one crew must have marine first aid
MED Certifications (list)	

4. Description of Vessel

Vessel Name	
Home Port	
Registration number	
Length (feet)	
Beam (feet)	
Draft (feet)	
Gross tonnage	
Registered tonnage	
Voyage class	Minimum Near Coastal Voyage Class 2 certification
Name and engine type	
Engine horsepower	
Fuel capacity (litres/days, state both)	
Fresh Water Capacity	
Cruising speed (knots)	Minimum 10 knots
Life rafts (type, #,	

capacity of each)	
120 Volt electrical supply (primary)	
120 Volt electrical supply (secondary, if applicable)	
Year constructed	
Construction material	
Toilet	

Location of Vessel (for inspection) : _____

* Captain must be present at time of inspection by DFO Science

DATE OF THE MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION:

(DATE) _____

5. Master/Vessel

Equipment	Make	Model & Specifications
Depth Sounder(s)		
RADAR(s)		
VHF Radios		
DGPS/plotter		
Navigation Software		
Satellite telephone		
Computer system		
Others		

Attestation: The Bidder verifies by signing below that the above information is complete, true and accurate.

Bidder Name

Bidder Signature

Date

ANNEX “F” EVALUATION CRITERIA

PROPOSALS:

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Bids will be evaluated based on the information provided in the proposal and the completed Application Form.

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.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Simply stating you meet the criteria does not constitute proof. Copies of all relevant certificates, vessel specifications / schematics (listed below) must be included in a Bidder's submission as proof. References to certificates (e.g., listed in Curriculum vitae) are not considered proof, as they cannot be substantiated. The onus is on the Bidder to submit all information and proof needed to clearly demonstrate that all criteria are met. This information must be included in the bid package and properly referenced in the evaluation grid.

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

(Where appropriate please include photographs)

No.	Mandatory Criteria	Proposal Page Number for Reference
M1	Completed and submit Application Form with bid submission. If offering more than one vessel, an application form must be completed for each vessel.	
M2	The vessel supplier must be able provide proof of current Transport Canada inspections and certification required for the area of operation and the safe manning requirement. Certification must be provided with bid submission	
M3	The vessel supplier shall have the appropriate certification and insurance to carry passengers. Certification must be provided with bid submission	
M4	The charter vessel must have a marine crane with certification for a SWL of 500 lb (minimum). Certification must be provided with bid submission	
M5	The vessel shall be able to travel at least 16 nm from shore (Near Coastal Voyage Class 2 certification). Certification must be provided with bid submission	

M6	The vessel shall have a functional private washroom facility (water closet). Photo must be provided with bid submission	
M7	Captain or at least one crew member must have a valid marine first aid qualification. Certification must be provided with bid submission	

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

Possible Additional Services

Bidders who are not awarded a Standing Offer but were determined to be technically responsive will be kept on a qualified list of interested service providers. If opportunities develop where the department needs additional patrol services, that cannot be met by the respective charter standing offer holders, bidders on the qualified list will be asked if they are interested and to submit a price quote. Interested bidders may need to demonstrate that they have maintained their mandatory requirements. The list will be used until September 30th, 2025.