



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

Title - Sujet Fishery Guardian Services-NL Region Services de garde-pêche - Région de Terre-Neuve et du Labrador	
Solicitation No. - N° de l'invitation F6145-211142/A	Date 2022-01-26
Client Reference No. - N° de référence du client F6145-211142	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-009-7755	
File No. - N° de dossier OLZ-1-44130 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Standard Time NST on - le 2022-03-03 Heure Normale de Terre-Neuve HNT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lacey, Rhonda	Buyer Id - Id de l'acheteur olz009
Telephone No. - N° de téléphone (709) 730-1597 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS NAFC BLDG WHITE HILLS P.O.BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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F6145-211142/A
Client Ref. No. - N° de réf. du client
F6145-211142

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44130

Buyer ID - Id de l'acheteur
olz009
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, Travel and Living Guidelines, Evaluation Criteria and Code of Conduct Certification.

1.2 Summary

Title: Fishery Guardian Services

Public Works and Government Services Canada on behalf of Fisheries and Oceans Canada, St. John's, NL intends to award a contract for the provision of Fishery Guardian Services in the Newfoundland and Labrador Region. The period of contract is April 1, 2022 to March 31, 2024 with 2 separate and additional one year options to renew at April 1, 2024 and April 1, 2025 Please refer to the solicitation document and statement of work for complete details.

Background: Fisheries and Oceans Canada is mandated to conserve and protect fish and fish habitat of Canada. The contracted Fishery Guardian program is a key part of the Department's compliance strategy to protect inland fish stocks, in particular salmon, in the Newfoundland and Labrador Region.

The statement of work describes the requirements of Service Suppliers for the delivery of an inland compliance program, including the requirements of Fishery Guardian Services and the Duties, Identification, Qualification, Training, and Designation of Fishery Guardian Supervisors and Fishery Guardians. The work requires delivery of enforcement services and other functions to ensure compliance with salmonid conservation measures under the Fisheries Act and provincial Wildlife Act, various fisheries management plans, and Departmental policies.

- 1.2.1 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract

Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website

1.2.2 The requirement is limited to Canadian goods and/ or services.

1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

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 in the bid solicitation.

Public Services and Procurement Canada
The John Cabot Building
10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador:

TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in 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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information (completed and returned as part of the RFP document).

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (4 hard copies)

Section III: Certifications (1 hard copies)

Section IV: Additional Information (completed and returned as part of the RFP document)

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.3.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.3.2** The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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, management, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex H.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The successful bidder must be financially viable and have sufficient working capital to cover operating costs for at least 8 weeks during the peak workload period. The bidder must provide details about sources of working capital for the above-specified 8 weeks and provide a letter of credit from their financial institution attesting to the availability of adequate working capital. It is mandatory to complete the Basis of Payment as written. No changes to this annex will be accepted.

4.2 Basis of Selection

SACC Manual Clause A0034T, Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 75 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1050 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 Additional Certifications Required with the Bid

5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 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.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive

5.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.3.2 Status and Availability of Resources

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

5.3.3 Education and Experience

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

5.3.4 Workers Compensation

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 3 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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.

7.2.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition).

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.3.1.1 Contractor's Sites or Premises Requiring Safeguarding Measures

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Period of the Contract

The period of the contract is April 1, 2022 to March 31, 2024 inclusive.

7.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rhonda Lacey, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
John Cabot Building
10 Barters Hill
St. John's NL A1C 5T2

Telephone: 709-730-1597
Facsimile: 709-772-4603
E-mail address: rhonda.lacey@pwgsc-tpsgc.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

All payments will be in accordance with the Basis of Payment at Annex B.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Progress Payments

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
1. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.
2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.5 Time Verification

C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "**FCP Limited Eligibility to Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

7.10 Applicable Laws

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

7.11 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 supplemental general conditions **4007** (2010-08-16). Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions **2035** (2021-12-02) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List ;
- (g) Annex D, Insurance Requirements;
- (h) 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)*).

7.12 Insurance Requirements

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

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

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

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7.13 Dispute Resolution

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

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ANNEX "A"

STATEMENT OF WORK

Distributed as an electronic attachment.

ANNEX "B"

BASIS OF PAYMENT

NOTE: DEPENDING ON THE AVAILABILITY OF FISCAL FUNDING, THE LENGTH OF THE PROGRAM MAY VARY FROM YEAR TO YEAR.

BASIS OF PAYMENT:

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales Tax extra and to be shown as a separate item on all claims for payment, in accordance with the following:

CONTRACT PERIOD: April 1, 2022 to March 31, 2024.

It is estimated that a 116,310 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors
@ a firm hourly rate of \$ _____ for an
estimated 16,192 hours.

Estimated: \$ _____

Seventy-nine (79) Fishery Guardians
@ a firm hourly rate of \$ _____ for
an Estimated 100,118 hours.

Estimated: \$ _____

Special Operations (Maximum 900 hours per year)

Ceiling: \$ _____

Additional Coverage Overtime

Ceiling: \$ 116,800.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by invoices and are subject to approval of the Project Authority.

Ceiling \$ 43,000.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding rates attached as Annex G and subject to the approval of the Project Authority.

Ceiling: \$ 490,500.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

OPTION PERIOD I: April 1, 2024 to March 31, 2025

It is estimated that a 58,155 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors @ a firm hourly rate
of \$ _____ for an estimated 8,096 hours.

Estimated: \$ _____

Seventy-nine (79) Fishery Guardians @ a firm hourly rate
of \$ _____ for an Estimated 50,059 hours.

Estimated: \$ _____

Special Operations (Maximum 900 hours per year)

Ceiling: \$ _____

Additional Coverage Overtime

Ceiling: \$ 58,400.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by
invoices and are subject to approval of the Project
Authority.

Ceiling \$ 21,500.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding
rates attached as Annex G and subject to the approval
of the Project Authority.

Ceiling: \$ 245,250.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

OPTION PERIOD II: April 1, 2025 to March 31, 2026

It is estimated that a 58,155 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors @ a firm hourly rate
of \$ _____ for an estimated 8,096 hours.

Estimated: \$ _____

Seventy-nine (79) Fishery Guardians @ a firm hourly rate
of \$ _____ for an Estimated 50,059 hours.

Estimated: \$ _____

Special Operations (Maximum 900 hours per year)

Ceiling: \$ _____

Additional Coverage Overtime

Ceiling: \$ 58,400.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by
invoices and are subject to approval of the Project

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Authority.

Ceiling \$ 21,500.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding
rates attached as Annex G and subject to the approval
of the Project Authority.

Ceiling: \$ 245,250.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Distributed as an electronic attachment

ANNEX "D"

INSURANCE REQUIREMENTS

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

Marine Liability Insurance

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 Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.

d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- 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 codefend 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.

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ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "G"

TRAVEL AND LIVING GUIDELINES

All travel and living costs will be reimbursed at the rates stipulated under s. 18.2 and s. 18.3 of the Statement of Work. Treasury Board rates are only applicable under the travel and living arrangements set out in s. 18.4.

Effective 01 October, 2021

Meals:	Breakfast:	\$21.35	\$21.35	-----
	Lunch:	\$21.60	\$21.60	\$21.60
	Dinner:	\$53.00	-----	\$53.00

Totals:	\$95.95	\$42.95	\$74.60
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Daily Total (meals and incidental): **\$113.25**

Incidental Expenses: \$17.30 per day. Note: includes telephone calls home.

If the first and/or last day on travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim \$17.30 for incidental expenses (private & commercial).

Accommodation: at direct cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives etc, you may claim **\$50.00** for each occasion this accommodation is used.

Transportation:

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.

For local transportation, use public transit, airport buses etc, where practical.

Rent compact size vehicles, unless the number of passengers or load justifies a mid-size vehicle.

Kilometer Rate: 57.5 cents per kilometer.

Taxi Fare (without receipt) **\$10.00**

ANNEX "H"

MANDATORY, TECHNICAL AND POINT RATED EVALUATION CRITERIA

MANDATORY CRITERIA

The following criteria is mandatory and must be met in order for the bidder's proposal to proceed to the point rated evaluation. The bidder must ensure that supporting documentation and information is provided to ensure a favorable assessment by the evaluation team. Failure to do so may deem the bidder's proposal non-responsive.

Part A: The Firm

I.) Demonstrate the firm is financially viable and has, or can access, sufficient capital to cover operating cost of the project for 8 consecutive weeks. This shall include a letter of credit from the firm's financial institution attesting to the availability of adequate working capital. (Subsection 5.2)

Part B: Management/Fishery Guardian Team Members

I.) The Project Manager must have previous managerial experience in the management of a natural resources based project/ program. Include in the proposal; documentation, which demonstrates the type of project/ program, length of tenure and number of employees managed. [Subsections 6.1, 7.1 a-k]

li.) Demonstrate that Fishery Guardian Supervisors have a minimum of three seasons experience either as a Fishery Guardian, Fishery Officer, or as a police/ peace officer in another recognized enforcement discipline. [Subsections 11.1.4, 12.2.1]

lii.) Fishery Guardians must meet the Eligibility for Designation as outlined in this statement of work. Demonstrate in your bid that you have a plan that will ensure Fishery Guardians meet the requirements for certification and how all pertinent documentation shall be provided to the Project Authority in accordance with the requirements contained in this document. (Subsection 12.2.1)

Iv) Demonstrate in your bid that administrative support personnel have experience in record keeping, payroll administration and managing the financial requirements of the contract. (Subsection 8.0)

POINT RATED CRITERIA

a) The Project Authority will assess the ability of the bidder to meet rated criteria as outlined below. The purpose of the rating is to determine the infrastructure and processes the bidder has in place to ensure effective delivery of the program.

b) Each bidder must meet or exceed 75% of the total value of each category in order to be considered for further evaluation.

c) Bidders must clearly demonstrate how they can deliver/ meet each rated criterion, through the provision of supporting documentation. Simply stating that the bidder meets/ complies with particular rated criteria or repeating verbatim contents of the STATEMENT OF WORK will not suffice, and will therefore not be rated.

d) Each element of the rated criterion requires that the proposal meet all requirements either of a section, a subsection, or a combination of sections and subsections of this statement of work.

e) Where there is reference in the various criterion to a particular "Section", the proposal shall address the requirements of all subsections of that section in responding to that criterion. Where there is a reference to a particular Subsection, the proposal must address the requirements of that subsection, in responding to the criterion.

f) Evaluation points for each criterion are specified in brackets following the item and a reference to the particular Section(s) or Subsection(s) dealing with requirements against which a submission will be assessed.

g) The successful bidder shall have the lowest price and has met the pass mark of all of the rated criteria.

A PROJECT MANAGEMENT/FISHERY GUARDIAN TEAM MEMBERS

The evaluation of the Management/ Fishery Guardian team members comprising the bidding company, will be based on the experience of the team as follows:

The experience of the project manager, the Fishery Guardian Supervisor, the Fishery Guardians and support staff will be evaluated taking into consideration the number, size, and scope of previous projects and/ or work history/experience as described. This will relate to direct previous Fishery Guardian program experience, or experience in the delivery of other natural resource related projects. Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Management/ Fishery Guardian Team Members:

Total Value - 200 points: Required points - 150

1.1 Project Manager (40 points) (Sections: 4.0, 6.0)

1.2 Fishery Guardian Supervisor (40 points) (Section 11.0)

1.3 Fishery Guardians (100 points) (Section 12.0) 1.4 Support Staff (20 points) (Subsection 7.1)

B. PROJECT MANAGEMENT ORGANIZATION:

Proposals will be evaluated on the knowledge and understanding of the scope of work as outlined in the proposal. In addition, bidders are expected to provide details of work activities, accounting procedures and systems, human resource management procedures and policies, and the establishment of effective communications between the contractor, the Project Authority, C&P Supervisors, and other groups/ agencies involved in the management of regulatory compliance of inland and recreational fisheries.

The monitoring and reporting procedures and plans for program activities and the plans and methods of providing quality assurance for the delivery of the Fishery Guardian Program will also be evaluated.

Additional points will be assigned for innovative strategies and procedures, which will improve program delivery and reduce costs.

Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Knowledge and Scope of the work including:

Total Value - 80 points: Required points - 60

- 1.1 Work activities (20 points) (Subsections 4.0., 6.2)
- 1.2 Budget Systems/ Accounting procedures (10 points) (Subsections 7.2.6, 6.2, Section 8.0)
- 1.3 Human resources management (10 points) (Subsection 7.2.1)
- 1.4 Communications/ Monitoring and reporting (10 points) (Subsections 4.0., 6.2, 9.2, 9.3)
- 1.5 Quality assurance (10 points) (Subsection 7.2.4)
- 1.6 Coordination with departmental and interest groups involved in the recreational fishery and enforcement within the contract area (20 points) (Subsections 4.0., 11.2, 12.3.1)

C FISHERY GUARDIAN TRAINING/ CERTIFICATION:

The overall approach to Fishery Guardian training, and certification will be based on the requirements outlined in the Statement of Work. Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Recruitment of Fishery Guardians:

Total Value - 100 points: Required points - 75

- 1.1 Candidate selection process (50 points) (Subsections 12.3.1, 12.3.2)
- 1.2 Documented plan to ensure all certificate requirements are met and delivered annually to the Project authority, prior to work commencement (50 points) (Subsections 5.3c), 12.2.1)

D FISHERY GUARDIAN DEPLOYMENTS:

The evaluation of this requirement will be based upon the plans, strategies, and procedures provided with the proposal to ensure the effective and efficient deployment of Fishery Guardians. The plans and strategies should consider the methods and procedures for briefing and de-briefing Fishery Guardians monitoring and reporting of Fishery Guardian activities, as well as the supervising of employees.

The evaluation will consider the geographic distribution of Fishery Guardians as well as procedures for regular and short notice Fishery Guardian call-out and deployments to address enforcement problems and/ or participate in special surveillance and patrol operations. Of particular interest will be the bidders plans and strategies to minimize the travel and living costs associated with Fishery Guardian short and long term deployments and patrol activities in isolated areas.

Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Plans and Strategies to Ensure Effective and Efficient Deployments:

Total Value - 140 points: Required points - 105

1.1 Work schedules/ Short notice call-out/deployment (30 points) (Subsections 4.0.2, 11.2, Section 18.0)

1.2 Special surveillance and patrol operation deployments (20 points) [Section 24]

1.3 Patrol briefing and de- briefing/ Monitoring and reporting (10 points) (Subsection 11.2)

1.4 Minimization of travel and living expenses (40 points) (Subsection 18)

1.5 Supervision (40 points) (Subsection 11.2)

E QUALITY ASSURANCE/ INFORMATION MANAGEMENT

The evaluation of this requirement will be based on plans, procedures and methods provided by the bidder to monitor and maintain quality control and verification aspects of information and human resource management requirements. Your proposal must address, but should not be necessarily be limited to, the following elements:

1.0 Quality Assurance of Information

Total value - 100 points: Required points - 75

1.1 Plans to secure sensitive information and records. (50 points) [Subsections 5.3a), b), 7.2.3, Section 8.0]

1.2 Ensure accuracy and completeness of data, reports and court documents prepared by Fishery Guardians. (50 points) (Subsection 7.2.4)

2.0 HUMAN RESOURCES MANAGEMENT

The programs effectiveness is dependent on the quality and dedication of the employees. Upon employment the employer must ensure proper policies and procedure are in place to support the employee and ensure effective implementation of the contract requirements.

The evaluation will consider employee safety and strategies/ policies to promote health and safety, identification of disciplinary issue and a policy for corrective action.

Your proposal should address, but not be limited to, the following elements:

2.1 Employee Health and Safety

Total Value - 130 points: Required points - 98

- i) Plans to support Fishery Guardians dealing with physical/ mental stress resulting from deployments. (40 points) [Subsections 5.1m & n), 7.2.1 e)]
- ii) Personnel safety while on patrol in isolated areas. (60 points) (Subsection 12.3)
- iii) Policy on single guardian patrols (30 points) [Subsection 4. I), Appendix J]

2.2 Employee Performance and Conduct

Total Value - 100 points: Required points - 75

- i) Plan to inform employees of their responsibilities, duties and code of conduct. (20 points) [Subsections 4.h, i, j]
- ii) Plan to monitor and evaluate the work performance of employees. (30 points)(Subsection 7.2)
- iii) Plan to address unsatisfactory work performance, breaches of the code of conduct and other issues requiring corrective disciplinary action. (50 points) (Subsections 6.2, 7.2.1)

2.3 Facilities and Equipment

The bidder will only be required to have access to one general office location on the island portion of the province, regardless of the number of contracts being administered. This office can be temporary storage of evidence, seized goods, and sensitive or confidential documents where it can not be immediately turned over to DFO. The office shall be suitable for meeting with the members of the public, carrying out administrative duties and secure storage. Your proposal must address, but not be necessarily limited to, the following elements:

2.3.1 Plan and Strategies to Provide or Access Office Space/ Supplies:

Total Value - 100 points: Required points - 75

- 2.3.1.1 Office design, setup and contents. (30 points) (Subsections 5.3, 7.2.5, 9.1)
- 2.3.1.2 Service/access to the public. (20 points) (Subsection 9.1)
- 2.3.1.3 Plans to secure sensitive information and records (50 points) (Subsections 5.3, 6.2, 7.2.3, 9.2)

2.3.2 Plan and Strategies to Provide or Access Other Equipment

Total Value - 100 points: Required points - 75

- 2.3.2.1 Equipment listed in Appendix G including vehicles, ATVs, boats and canoes. Note Limitations (25 points) (Subsection 9.3)
- 2.3.2.2 Temporary replacement of equipment and/ or maintenance of equipment. (25 points) (Subsection 7.2.2, 9.3)
- 2.3.2.3 Communications equipment capable of contacting Guardians in isolated areas. (25 points) (Subsection 9.1)
- 2.3.2.4 Temporary storage for seized goods and evidence. (25 points) (Subsections 5.3, 7.2.3)

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Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44130

Buyer ID - Id de l'acheteur
olz009
CCC No./N° CCC - FMS No./N° VME

ANNEX "I"

INFORMATION FOR CODE OF CONDUCT CERTIFICATION

(TO BE COMPLETED BY OFFEROR)

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;

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

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

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

ANNEX "J"

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.