

**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-
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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : 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).

Title / Titre Marine Mammal Carcass towing-Atlantic Region		Date May 9, 2022
Solicitation No. / N° de l'invitation 30000530		
Client Reference No. / No. de référence du client(e) 30000530		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 HAA (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : 3 June 2022		
F.O.B. / F.A.B. Destination	Taxes 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 : Myriam Bourgoin-Bourgeois – Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 The Department of Fisheries and Oceans Canada, has a requirement for a Regional Individual Standing Offer (RISO) for the delivery of services on a temporary and occasional basis for the purpose of towing marine mammal carcasses in the vicinity of Eastern Canadian Waters, varying in sizes from small to large, ranging from 5 tons to 230 tons and between 40 to 44 feet in overall length.

Canada will issue up to two (2) Standing offers (SO) per geographical sector. There are three (3) geographical sectors in total. The distribution of work in each geographical sector will be by the right of first refusal principle.

1.2.2 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There is no security requirement associated with this requirement.

1.4 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.

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](#) (2020-05-28) 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 (DFO). Bid Receiving Unit by the date and time indicated on the cover page of this RFSO.

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

2.3 Former Public Servant

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

Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (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.

2.5 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 Ontario.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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 Offer (1 soft copy in PDF Format);
- Section II: Financial Offer (1 soft copy in PDF Format);
- Section III: Certifications (1 soft copy in PDF Format);

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Offerors are responsible to send their offers and to allow enough time for DFO to receive the offer by the closing period indicated in the RFSO. Emails with links to offer documents will not be accepted.

For offers transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email offer. DFO will send a confirmation email to the Offerors 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 Annex "E" Financial Proposal.

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"- Technical Criteria

4.1.2 Financial Evaluation

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

Offerors should submit their financial offer in accordance with Annex "E" Financial Proposal of this request for Standing Offers.

4.2 Basis of Selection

4.2.1 Basis of Selection- 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 and the second lowest bidder 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.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16), Education and Experience

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the 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".

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

7.1 Offer

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

7.2 Security Requirements

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

7.3 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.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Reporting Period #1: April 1 to September 30
- Reporting Period #2: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2023.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized User across Eastern Canada, excluding locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas will have to be treated as a separate procurement, outside of the standing offer.

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Myriam Bourgoïn-Bourgeois
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6
Telephone: 506-429-2403
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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

Name: _____
Title: _____
Department: _____
Address: _____
Telephone: _____
E-mail address: _____

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.

7.5.3 Offeror's Representative *(to be provided on standing offer award)*

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

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 Identified Users

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

7.8 Call-up Procedures

7.8.1 Principle

The right of first refusal applies to the Standing Offer. The identified user must first contact the supplier offering the lowest price (highest ranked) for the given service.

7.8.2 Identification of the offeror

For a given requirement, the user must first identify the geographical sector. Once this determination is made, the offeror with the lowest rate will be given the highest ranking.

7.8.3 Right of First Refusal Basis

The identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

7.9 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 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) 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. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. 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.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$250,000.00** (Applicable Taxes included).

7.11 Financial Limitation

The total yearly cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$1,000,000.00** per year (Applicable Taxes excluded) 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 two (2) 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.

7.12 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](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Reporting;
- i) the Offeror's offer dated _____. *(to be provided on standing offer award)*

7.13 Certifications and Additional Information

7.13.1 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.

7.14 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 Ontario.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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

7.5 Payment

7.5.1 Basis of Payment- Firm Hourly Rates

The Contractor will be paid firm hourly rates as specified in Annex "B", Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Total Estimated Cost: \$_____ *(to be inserted at standing offer award)*

Other Direct Expenses- Fuel Charges

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of the Vessel Trip Ticket found at Appendix 1 to Annex "B", supported by receipt vouchers.

Estimated cost: \$_____ *(to be inserted at standing offer award)*

Total Estimated Cost - Limitation of Expenditure: \$_____ *(to be inserted at standing offer award)*. Applicable Taxes extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Standing Offer must not exceed \$_____ *(to be inserted at standing offer award)*. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% 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.

7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7.5.4 Electronic Payment of Invoices – Call-up

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

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

7.6 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.
2. Each invoice must be supported by a copy of any documents as specified in the Contract.
3. Invoices must be distributed as follows:
 - The original copy must be forwarded to DFO.invoicing-facturation.MPO@canada.ca for certification and payment.
 - Cc: AP Coder: _____ *(to be inserted at standing offer award)*

7.7 Insurance – Specific Requirements

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

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

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

7.8 SACC Manual Clauses

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

7.9 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".

ANNEX "A"

STATEMENT OF WORK

1. TITLE:

Marine Mammal Carcass towing-Atlantic Region.

2. OBJECTIVE:

DFO has a requirement to establish a Standing Offer for a crew and vessel capable of towing marine mammal carcasses in Eastern Canadian waters on an "as and when required basis" when the need arises.

3. BACKGROUND:

Towing marine mammal carcasses is an important activity for Fisheries and Oceans Canada (DFO) in order to collect data and provide information on cause of death for marine mammals, as well as provide information on the overall health of the marine environment, which can lead to discoveries essential for the protection of animal life. Determining cause of death helps inform fisheries and vessel management decisions, especially for priority species such as the North Atlantic right whale.

DFO's requirement for towing marine mammal carcasses might be different every time a marine mammal carcass is located. DFO does not know the specific towing requirements until the carcass is observed and an assessment is done.

4. SERVICES REQUIRED:

The contractor must be able to tow marine mammal carcasses [5 tons to 230 tons (or between 40 to 44 feet in overall length)] from point of recovery to the designated shore in order for a necropsy to be performed.

5. TOWING SECTORS/ZONES:

The following are the sectors that are being sought for towing marine mammal carcass services in Atlantic Canada and Quebec. These are based on the Northwest Atlantic Fisheries Organization's (NAFO) zones.

5.1 Sector 1 includes the following zones and coordinates:

a. Zones:

- NAFO 4S
- NAFO 4T

b. Coordinates:

-60.404256	47.024933
-60.408054	47.04999
-60.000003	47.833322
-60.000003	49.416658
-57.129715	51.399991
-57.10875	51.420313
-71.223455	46.813875
-71.209164	46.785451

5.2 Sector 2 includes the following zones and coordinates:

a. Zones:

- NAFO 4Vn
- NAFO 4Vs
- NAFO 4W
- NAFO 4X

b. Coordinates:

-60.404256	47.024933
-60.408054	47.04999
-60.000003	47.833322
-50.000007	38.999992
-65.666666	38.999992
-65.666665	41.999991
-66.000001	42.333323
-67.303651	42.333323
-67.743058	42.887213
-67.407571	43.833323
-66.90313	43.833323
-66.905698	45.092958

5.3 Sector 3 includes the following zones and coordinates:

a. Zones:

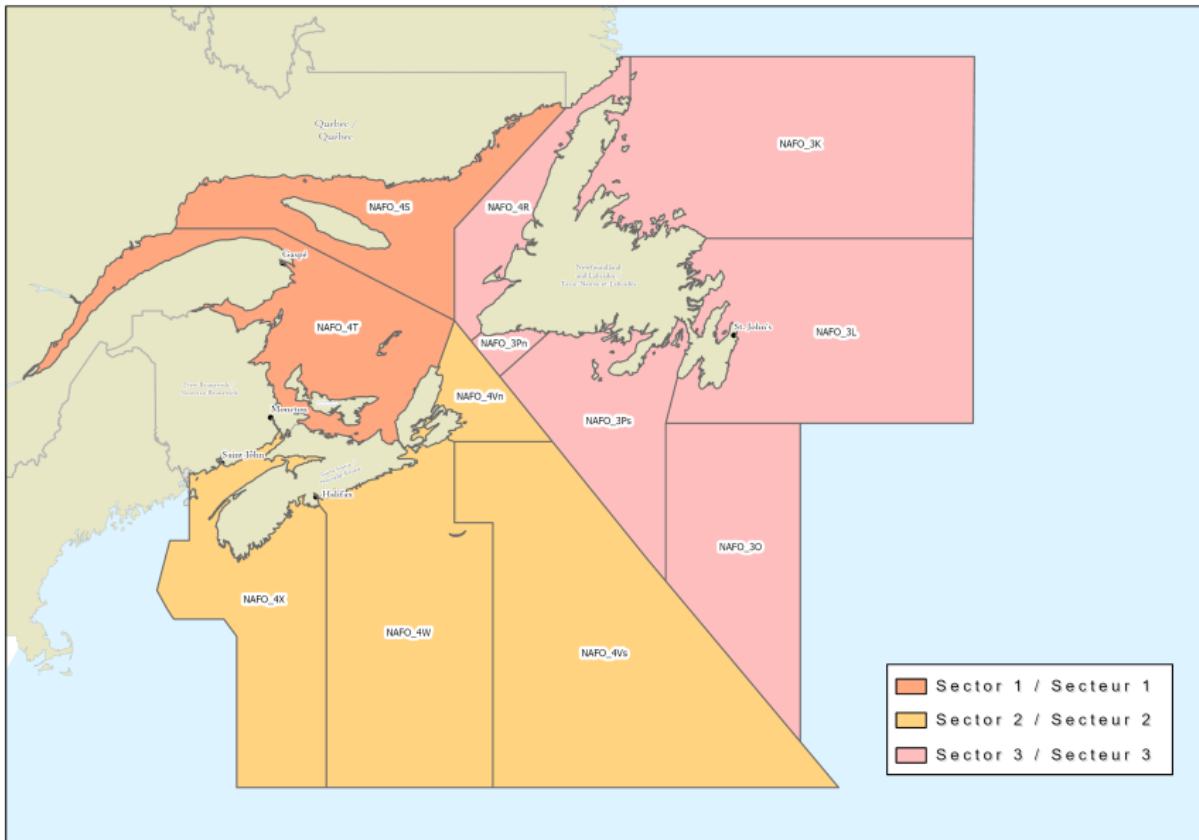
- NAFO 3Pn
- NAFO 3Ps
- NAFO 3O
- NAFO 3N
- NAFO 3L
- NAFO 3M
- NAFO 3K

b. Coordinates:

-60.000003	47.833322
-60.000003	49.416658
-57.129715	51.399991
-57.10875	51.420313
-55.686602	52.249989
-51.000006	39.92773
-51.000006	45.99999
-46.500008	45.99999
-46.466675	52.24999

5.4 Map of Towing Sectors

TOWING SECTORS IN ATLANTIC CANADA & QUEBEC SECTEURS DE REMORQUAGE AU CANADA ATLANTIQUE ET QUÉBEC



Date Created / Date Créée: 2022-02-01

Prepared by the Atlantic Marine Mammal Hub
Préparé par le Centre des mammifères marins de l'Atlantique



Fisheries and Oceans / Pêches et Océans
Canada / Canada

6. RESPONSE TIMES

Towing marine mammal carcasses is extremely time sensitive and it is crucial to act with a sense of urgency.

The contractor must report in the zone of action within the response time applicable to the type of requirement as outlined below. The response time commences once the Call-up from DFO has been sent to the contractor.

The following are the response times required to be onsite and delivering services:

- **Urgent Requirements (6-24 hrs.)**
- **Routine Requirements (24 hrs. plus)**

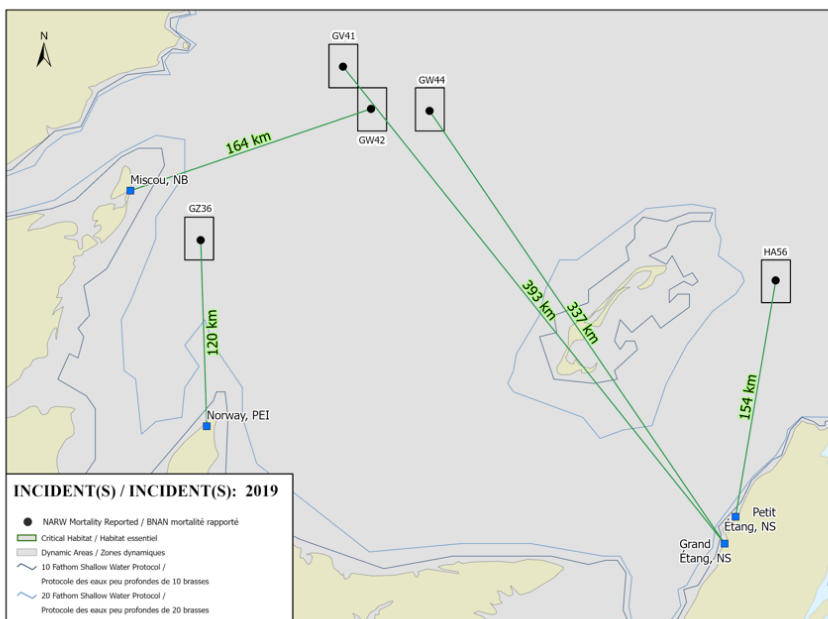
7. ESTIMATED LEVEL OF EFFORT

It is difficult for DFO to estimate how many marine mammal carcasses will be required to be towed in any given year.

To help provide context for this service, the following marine mammal carcasses were towed in Atlantic Canada and Quebec in previous years:

- In 2017, DFO towed 7 North Atlantic right whale carcasses found in the Gulf of St. Lawrence to necropsy sites surrounding the Gulf.
- 2018, DFO had no marine mammal carcasses and therefore did not require any towing services.
- In 2019, DFO towed 5 North Atlantic right whale carcasses in the Gulf of St. Lawrence. These tows varied in length, ranging from 120km to 393 km.
- In 2020, DFO only had one humpback whale carcass that needed towing, and was towed from Varennes, QC to Sorel, QC, a total of 55km.
- In 2021, DFO had no marine mammal carcasses and therefore did not require any towing services.

2019 NARW Mortalities / Mortalités BNAN - 2019



Date created / Date créée: 2021-10-20

Prepared by the Atlantic Marine Mammal Hub
Préparé par le Centre des mammifères marins de l'Atlantique

Fisheries and Oceans / Pêches et Océans
Canada

8. VESSEL SPECIFICATIONS

8.1 The following vessel specifications are the minimum requirements:

- a. Ships with Specifications A (5-30 tons towing capability)
- b. Ships with Specifications B (31-70 tons towing capability)
- c. Ships with Specifications C (71-230 tons towing capability)

8.2 All vessels must:

- a. have adequate stability and towing procedures for each operation;
- b. be able to tow slowly at 7 knots or less; and
- c. be able to tow at least 30 tonnes (refer to section 8.1 for range)

9. CONSTRAINTS:

9.1 Work Location:

It is anticipated that Call-ups will take place within the DFO Gulf, Quebec and Maritimes Region, specifically in the waters of the Maritimes Provinces and the Gulf of St. Lawrence. Given the nature of the work it is not possible to anticipate where all towing activities will take place. Occasionally, the contractor may be required to travel elsewhere in Atlantic Canada, Quebec. This would only be done at the written request of Fisheries and Oceans.

9.2 Risk:

It should be noted that the work to be done involves some risk, such as operating a vessel in adverse weather conditions, including harsh and unpredictable marine environments. The contractor must use the appropriate safety equipment.

10. PROJECT MANAGEMENT CONTROL AND CHANGE MANAGEMENT PROCEDURES

Any contractor requested changes in the scope of work defined in the call-up must be submitted, in writing, to the Project Authority. The contractor must not perform any work in excess of, or outside the scope of the call-up based on verbal and written requests or as instructed by any persons other than the Project Authority identified in the Standing Offer.

11. CONTRACTOR OBLIGATIONS:

In addition to the obligations defined within this statement of work, the contractor must:

- i. Be available 24 hrs a day, 7 days a week;
- ii. Ensure the Master and authorized representative(s) comply with all the required laws, regulations, Interim Order, as obligated under the CSA 2001; and
- iii. Provide fully qualified certified master and crew, in sufficient number, to ensure that the hours of rest and hours of work are in accordance to the *Marine Personnel Regulations*.
 - a. For vessels greater than 15 gross tonnage, the contractor must follow the issued 'Safe Manning Document' that lists the minimum number of crew and their qualifications/certification.

ANNEX "B"

BASIS OF PAYMENT

(to be completed at standing offer award)

1. Firm Hourly Rates

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

Firm hourly rates must include all applicable fees required for conducting the work, excluding Fuel Charges only. Fuel Charges will be billed separately as specified at Para (2) FUEL CHARGES, of this document.

For work performed that does not amount to 60 minutes, the time charged will be calculated as follows:

- 1-15 minutes will be billed at 0.25 hrs
- 16-30 minutes will be billed at 0.50 hrs
- 31-45 minutes will be billed at 0.75 hrs
- 46-59 minutes will be billed at 1.00 hrs

2. Fuel Charges

Fuel charges will be reimbursed at cost, upon submission of supporting documents and receipts, with no allowance for overhead profit.

Fuel charges must be listed as a separate line item on each invoice and will only be reimbursed provided that the supporting documents **and** receipts have been submitted with the invoice.

The "Vessel Trip Ticket", found at Appendix 1 of Annex "B", must be used as the supporting document for all associated fuel charges. No other supporting documents will be accepted.

Failure to provide supporting documents and/or receipts for all associated fuel charges, will result in non-payment for the "fuel charges" portion of the invoice only.

Customs duties are included, and Applicable Taxes are extra.

A. YEAR 1; INITIAL STANDING OFFER PERIOD: Date of award to March 31, 2023

Ships with Specification A (5-30 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification B (31-70 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification C (71-230 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour

B. YEAR 2; OPTION PERIOD ONE (1): from April 01, 2023 to March 31, 2024.

Ships with Specification A (5-30 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification B (31-70 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification C (71-230 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour

C. YEAR 3; OPTION PERIOD TWO (2): from April 01,2024 to March 31, 2025.

Ships with Specification A (5-30 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification B (31-70 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour
Ships with Specification C (71-230 tons towing capability)	
Firm hourly rate for <u>Urgent</u> (6-24hrs) requirements	\$ _____/hour
Firm hourly rate for <u>Routine</u> (24 hrs plus) requirements	\$ _____/hour

APPENDIX 1 TO ANNEX "B"

VESSEL TRIP TICKET

Vessel Master: _____

Vessel Name: _____

Vessel Type: _____

Vessel Registration Number: _____

Departure Port: _____

Destination: _____

Odometer Out: _____

Odometer In: _____

Total Kms: _____

Fuel meter reading out: _____

Fuel meter reading In: _____

Fuel used: _____ **Liters**

Wind Direction: _____

Wind Speed: _____

Sea State (waves): _____

Weather (sky): _____

Remarks: _____

Signature: _____ **Date (AAAA-MM-DD):** _____

ANNEX "C"

INSURANCE REQUIREMENTS

Marine Liability Insurance

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 Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.
 - e. 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"

STANDING OFFER REPORTING- USAGE REPORT

Please e-mail reports regarding the current Standing Offer to:
(to be inserted at Standing Offer award)

Email: _____

Cc: _____

Offeror: _____

Standing Offer number: _____

Reporting Period: from _____ to _____

Total Value to this day (\$): _____ CAD

Total Value for the reference period (\$): _____ CAD

<u>Call-Up Number</u>	<u>Date of Call-Up</u>	<u>Call-Up Value</u>

Signature: _____ Date (AAAA-MM-DD): _____

ANNEX "E"

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FOR EVALUATION PURPOSES:

1. GENERAL INSTRUCTIONS

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in firm hourly rates will not be permitted during the Standing Offer period.

Bidders must indicate the sectors they are offering to provide these services under item 4
APPLICABLE SECTORS.

Customs duties are included, and Applicable Taxes are extra.

** The inclusion of volumetric data in this document is presented for evaluation purposes only during the tender process and does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.*

2. FIRM HOURLY RATES

Firm hourly rates must include all applicable fees required for conducting the work, excluding Fuel Charges only.

If no rates are proposed for Option Years 1 or 2, the rates provided for the Initial Contract Period will be applied to the Option Period(s).

3. FUEL CHARGES

Fuel charges will be reimbursed at cost, upon submission of supporting documents and receipts, with no allowance for overhead profit

An estimate of \$100,000.00 for fuel charges for each year of the Standing Offer has been included in the tables for evaluation purposes only during the solicitation process.

INITIAL STANDING OFFER PERIOD: Date of award to March 31, 2023			
Ships with Specification A (5-30 tons towing capability)			
Description	*Estimated Qty	Price	Extended Price
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (a)			\$ _____
Ships with Specification B (31-70 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
All-inclusive hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (b)			\$ _____
Ships with Specification C (71-230 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (c)			\$ _____
*Estimated Fuel Charge(d)			<u>\$100,000.00</u>
Total Estimated All-inclusive Price (Excluding Taxes)			\$ _____ (A)= (a)+(b)+(c)+(d)

OPTION PERIOD ONE (1)- April 01, 2023 to March 31, 2024			
Ships with Specification A (5-30 tons towing capability)			
Description	*Estimated Qty	Price	Extended Price
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
All-inclusive hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated All-inclusive Price (Excluding Taxes) (a)			\$ _____
Ships with Specification B (31-70 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
All-inclusive hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated All-inclusive Price (Excluding Taxes) (b)			\$ _____
Ships with Specification C (71-230 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (c)			\$ _____
*Estimated Fuel Charge(d)			<u>\$100,000.00</u>
Total Estimated All-inclusive Price (Excluding Taxes)			\$ _____ (B)= (a)+(b)+(c)+(d)

OPTION PERIOD TWO (2)- April 01, 2024 to March 31, 2025			
Ships with Specification A (5-30 tons towing capability)			
Description	*Estimated Qty	Price	Extended Price
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (a)			\$ _____
Ships with Specification B (31-70 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (b)			\$ _____
Ships with Specification C (71-230 tons towing capability)			
Firm hourly rate for Urgent requirements (6-24 hrs)	36 hrs	\$ _____/hour	\$ _____
Firm hourly rate for Routine requirements (24 hrs plus)	12 hrs	\$ _____/hour	\$ _____
Estimated Firm Price (Excluding Taxes) (c)			\$ _____
*Estimated Fuel Charge(d)			\$100,000.00
Total Estimated All-inclusive Price (Excluding Taxes)			\$ _____
			(C)= (a)+(b)+(c)+(d)

Total Estimated All-Inclusive Prices	
Contract Period	Evaluated bid totals
Initial Standing offer Period: Date of award to March 31 st , 2023	(A) \$ _____
Option Period #1: April 01, 2023 to March 31 st , 2024	(B) \$ _____
Option Period #2: April 01, 2024 to March 31 st , 2025	(C) \$ _____
(A) + (B) + (C) = Total Estimated all-inclusive price	\$ _____

4. APPLICABLE SECTORS

Prices applicable to services in the following Sector(s) : <i>Offeror must select "Yes" or "No" for sectors where above prices apply for services.</i>		Yes	No
Sector 1	NAFO 4S, NAFO 4T		
Sector 2	NAFO 4Vn, NAFO 4Vs, NAFO 4W, NAFO 4X		
Sector 3	NAFO 3Pn, NAFO 3Ps, NAFO 3O, NAFO 3N, NAFO 3L, NAFO 3M, NAFO 3K		

ANNEX "F"

TECHNICAL CRITERIA

Mandatory Requirements

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

The Bidder must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

The Bidder 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.

No.	Mandatory Criteria	Does it meet the criteria? (Yes/No)	Proposal Page No.
M1	<p>The vessels proposed by the Offeror must hold the proper Transport Canada safety inspection certificate(s) and pollution prevention certificate(s), and must have on board a safety management system or emergency procedures in place for all emergency situations i.e., Fire, Person Overboard, Grounding, Flooding, Medical Evacuation, Pollution Event, Abandon Ship</p> <p><u>To demonstrate this, the offeror must:</u></p> <ul style="list-style-type: none"> a) Provide the proper Transport Canada safety inspection certificate b) Provide the proper pollution prevention certificate c) Provide a copy of the emergency operating procedures kept on board of the vessel 		
M2	<p>The offeror must provide evidence that the towing gear is maintained in accordance with industry best practices.</p> <p><u>To demonstrate this, the offeror must:</u></p> <ul style="list-style-type: none"> a) Provide 2 maintenance reports from the last 12 month period for each vessel proposed 		

M3	<p>The offeror must demonstrate the vessels meets the towing capability to perform the services.</p> <p><u>To demonstrate this, the offeror must:</u></p> <p>a) Provide proof of recent bollard test (no older than 5 yrs) for each vessel proposed.</p>		
M4	<p>The Offeror must demonstrate that it has the specialized equipment required to perform the services.</p> <p><u>To demonstrate this, the offeror must:</u></p> <p>a) Include a signed and dated, Specialized Equipment Attestation, at Annex "G"</p>		

ANNEX "G"

SPECIALIZED EQUIPEMENT ATTESTATION

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and attest that all
proposed vessels submitted in the bid have the following specialized equipment:

1. Thick Towing Rope:
 - a. Working load limit in pounds-9600lbs Vertical
 - b. 7600 lbs choker
 - c. 19200 lbs v. basket

I attest that the specialized equipment will remain in good working condition.

I attest that if specialized equipment is deemed no longer in working condition, it will be replaced or repaired by a qualified technician immediately.

All, personnel employed by _____ (name of business) will be notified of the requirement for specialized equipment, and that the _____ (name of business) has attested to their compliance with this requirement.

I attest that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer. I also understand that Canada will declare a contractor in default, if an attestation is found to be untrue, whether made knowingly or unknowingly, during the bid or Standing Offer period. Canada reserves the right to ask for additional information or to inspect the specialized equipment at all times. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____