

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB, E3C 2M6

**Email / Courriel** : [DFOtenders-  
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

<b>Title / Titre</b> Offshore Patrol Vessel Charter		<b>Date</b> March 17, 2023
<b>Solicitation No. / N° de l'invitation</b> 30004056A		
<b>Client Reference No. / No. de référence du client(e)</b> 30004056A		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> April 11, 2023		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Karine Plante, Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS ..... 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS..... 3

1.4 TRADE AGREEMENTS ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS ..... 4

2.3 ENQUIRIES - BID SOLICITATION ..... 4

2.4 APPLICABLE LAWS ..... 5

2.5 BID CHALLENGE AND RECOURSE MECHANISMS ..... 5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 6**

3.1 BID PREPARATION INSTRUCTIONS..... 6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

4.1 EVALUATION PROCEDURES ..... 7

4.2 BASIS OF SELECTION ..... 7

**PART 5 - CERTIFICATIONS..... 9**

5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 9

**PART 6 - RESULTING CONTRACT CLAUSES ..... 14**

6.1 SECURITY REQUIREMENTS ..... 14

6.3 STANDARD CLAUSES AND CONDITIONS ..... 14

6.4 TERM OF CONTRACT ..... 15

6.5 AUTHORITIES..... 15

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 16

6.7 PAYMENT ..... 16

6.8 INVOICING INSTRUCTIONS..... 18

6.10 APPLICABLE LAWS ..... 18

6.11 PRIORITY OF DOCUMENTS ..... 18

6.12 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06) ..... 19

6.13 DISPUTE RESOLUTION..... 19

6.14 SACC MANUAL CLAUSES..... 19

6.15 ENVIRONMENTAL CONSIDERATIONS ..... 19

**6.16 LICENSING ..... 20**

**ANNEX “A” STATEMENT OF WORK..... 21**

**ANNEX “B” BASIS OF PAYMENT ..... 32**

**ANNEX "C" INSURANCE CONDITIONS ..... 34**

**ANNEX "D" EVALUATION CRITERIA ..... 36**



**This bid solicitation cancels and supersedes previous bid solicitation number 30004056 dated February 27, 2023 with a closing of March 14, 2023 at 14H00 Atlantic Daylight Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

The Work to be performed is detailed under “Annex A” of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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 \(2022-03-29\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 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.

## 2.4 Applicable Laws

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

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.

## 2.5 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**

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**Section IV: Additional Information** (one 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. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

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

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Refer to annex "D".

##### 4.1.1.2 Point Rated Technical Criteria

Refer to annex "D".

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **20 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **70 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>





## **PART 5 - CERTIFICATIONS**

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 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 Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement 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/programs/employment-equity/federal-contractor-program.html) 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.



**5.2.3 Additional Certifications Precedent to Contract Award**

**5.2.3.1 Status and Availability of Resources**

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

**5.2.3.2 Education and Experience**

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

**5.2.3.3 List of Names for Integrity Verification Form**

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.2.3.5 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:  
\_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:  
\_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:  
\_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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Print Name of Signatory

#### **5.2.4 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

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

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

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



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

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

**Yes** (  ) **No** (  )

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes** (  ) **No** (  )

If so, the Bidder must provide the following information:

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

### **The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the [\*Ineligibility and Suspension Policy\*](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

6.3.1.1 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:facturation.MPO@DFO-MPO.gc.ca). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **6.4 Term of Contract**

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

The period of the Contract is from date of Contract to March 31, 2024

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional year period 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 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Karine Plante  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6  
Telephone: 506-377-9127  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.5.2 Project Authority** *(to be inserted at Contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

**6.5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.





## **Fuel Direct Expenses**

The Contractor will be reimbursed for the fuel 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 an itemized statement supported by receipt vouchers.

Estimated Cost: \$ \_\_\_\_\_ (*insert the amount at contract award*).

**Total Estimated Contract Price :** \_\_\_\_\_ (*insert the sum of the firm price and the limitation of expenditure*), Applicable Taxes extra.

### **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% 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.

### **6.7.3 Methods of Payment**

#### **6.7.3.1 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### **6.7.4 Electronic Payment of Invoices – Contract**

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



- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

## 6.8 Invoicing Instructions

**6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

**6.8.2** Payments will be made provided that the invoice(s) are emailed to :

- DFO Accounts Payable : [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)
- AP Coder:
- Project Authority:

and provides the required information as stated in subsection 6.8.1 above.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and forms part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Evaluation Criteria;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (h) the Contractor's bid dated \_\_\_\_\_ [insert date of bid at the time of contract award](#).



## 6.12 Insurance – Specific Requirements G1001C (2013-11-06)

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.

## 6.13 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](#)”.

## 6.14 SACC Manual Clauses

SACC Manual clause [A8501C \(2014-06-26\)](#) Vessel Charter - Contract  
SACC Manual clause [A8501T \(2014-06-26\)](#) Vessel Charter – Tender  
SACC Manual clause [A9141C \(2008-05-12\)](#) Vessel Conditions

## 6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
  - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:



- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

#### **6.16 Licensing**

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



## ANNEX “A” STATEMENT OF WORK

### Offshore Patrol Vessel Charter - Vessel Information Package

#### Scope

##### 1.1 Contract Period

Contract award through to March 31, 2024, with options to renew for (2) two additional (1) one year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

##### 1.2 Objective

Canada has a requirement for an offshore patrol vessel on a time charter basis to conduct and facilitate fisheries compliance and monitoring activities within an extensive area of the North Pacific Ocean ranging from Canada's Pacific Coast to the northcentral and northwestern Pacific Ocean.

##### 1.3 Background

The Conservation and Protection (C&P) Directorate of Fisheries & Oceans Canada (DFO) is initiating boarding and inspection program to be conducted on the high seas of the North Pacific Ocean. Presently, DFO and the Canadian Coast Guard (CCG) do not have the necessary program vessels within the Pacific fleet to fulfil C&P's offshore requirements beyond Canada's Exclusive Economic Zone (EEZ) in the Pacific Ocean.

Fisheries and Oceans Canada requires an offshore fisheries patrol vessel charter capable of operating within a vast area of the North Pacific Ocean, including the northwestern and central Pacific Ocean, to facilitate boarding and inspection activities to be completed by teams of Canadian fishery officers, who will perform these monitoring and compliance activities upon the industrial fishing vessel fleets that operate within this region. The fisheries monitoring and compliance activities will be seasonal in nature, and will occur between the months of June and October for a total of approximately 65 - 90 operational days each year. Canada will initiate this new fisheries monitoring and compliance program for the purpose of further protecting and conserving fish stocks vital to the health of marine ecosystems within the North Pacific Ocean and to Canada's sustainable fisheries sectors, coastal communities and indigenous peoples.

An offshore patrol vessel charter will be required to serve as a “mothership” for two rigid-hull inflatable boats (RHIBs), which will be launched from the charter vessel and crewed with DFO boarding and inspection teams, who will proceed to effect the inspection activities of fishing vessels from aboard the RHIB. The inspection activities will be carried out in accordance with Canadian fisheries legislation and the legal framework of international fisheries treaties and regional fisheries management organizations (RFMOs) to which Canada is a member, including the North Pacific Fisheries Commission (NPFC), Western and Central Pacific Fisheries Commission (NPFC), Inter-American Tropical Tuna Commission (IATTC) and the North Pacific Anadromous Fisheries Commission (NPAFC), which authorize Canada to conduct monitoring and compliance activities of foreign-flagged fishing vessels on the high seas. In addition to the offshore patrol vessels primary function of transiting and patrolling the extensive waters of the North Pacific to and from operational areas, and launching and recovering boarding teams from a ship-carried RHIB for daily inspection activities, there may be other associated activities carried out onboard, including scientific water sampling, and the ship-based deployment of remotely-piloted aircraft systems (RPAS) to conduct monitoring of fisheries activities.



AIS	Automatic Identification System
C&P	Conservation and Protection Directorate
CCG	Canadian Coast Guard
DFO / Client	Fisheries and Oceans Canada (Department of)
ECDIS	Electronic Chart Display and Information System
EEZ	Exclusive Economic Zone
IATTC	Inter-American Tropical Tuna Commission
ISO	International Organization for Standardization
NPAFC	North Pacific Anadromous Fisheries Commission
NPFC	North Pacific Fisheries Commission
OPVC	Offshore Patrol Vessel Charter
PPE	Personal Protective Equipment
PSPC	Public Services and Procurement Canada (Department of)
RFP	Request for Proposal
RFMO	Regional Fishery Management Organization
RHIBs	Rigid-hull Inflatable Boats
ROM	Rough Order Magnitude
RPAS	Remotely-piloted aircraft systems
SOLAS	International Convention for the Safety of Life at Sea
TBD	To be determined
WCPFC	Western and Central Pacific Fisheries Commission
WMO	World Meteorological Organization

## Terminology

### Definitions:

*Day at Sea*- A calendar day in which the Contractor vessel actively sails, patrols, transits, conducts training exercises, or any other activity at the request of the Client, while at sea and out of Port.

*Day at Wharf*- A Calendar in which the Contract vessel is in Port or alongside a wharf or dock, for the purpose of conducting provisioning, bunkering, refuelling, crew changes, training exercises, familiarization, repair of Client-supplied equipment, sheltering from weather, mobilization, demobilisation, or any other activity at the request of the Client. It does not include days alongside shore or at wharf for mechanical repair of the Contractor's vessel, or Contractor-supplied RHIBs or equipment.

*Primary Contractor-Supplied RHIB*- A rigid-hull inflatable boat (RHIB), no less than 7.0 m in Length Overall (LOA), that will be used as the primary RHIB for operations by the Client. It must be rated for and accommodate no less than 9 persons on board, including the coxswain, and be capable of achieving a maximum speed of no less than 25 knots and operating in WMO Sea State Code 6.

*Secondary Contractor-Supplied RHIB*- A rigid-hull inflatable boat (RHIB), no less than 7.0 m in Length Overall (LOA), that will be used as the secondary RHIB for operations by the Client, in case of mechanical or operational failure of the primary RHIB. It must be rated for and accommodate no less than 8 persons on board, including the coxswain, and be capable of achieving a maximum speed of no less than 25 knots and operating in WMO Sea State Code 6.

## 2.0 Reference Documents

North Pacific Fisheries Commission (NPFC) Conservation and Management Measure for the High Seas Boarding and Inspection Procedures for the North Pacific Fisheries Commission No. 2021-09 (CMM 2021-09) – the formal procedure for the boarding and inspection of fishing vessels flagged to NPFC member states.



[https://www.npfc.int/system/files/2021-04/CMM%202021-09%20FOR%20HIGH%20SEAS%20BOARDING%20AND%20INSPECTION%20PROCEDURES%20FOR%20THE%20NPFC\\_0.pdf](https://www.npfc.int/system/files/2021-04/CMM%202021-09%20FOR%20HIGH%20SEAS%20BOARDING%20AND%20INSPECTION%20PROCEDURES%20FOR%20THE%20NPFC_0.pdf)

Western and Central Pacific Fisheries Commission (WCPFC) Boarding and Inspection Procedures No. 2006-08 (CMM 2006-08) – the formal procedure for the boarding and inspection of fishing vessels flagged to WCPFC member states.

<https://www.wcpfc.int/doc/cmm-2006-08/western-and-central-pacific-fisheries-commission-boarding-and-inspection-procedures>

### **3.0 Requirements**

#### **3.1 Scope of Work**

This Statement of Work (SOW) details the requirements for one (1) Offshore Patrol Vessel (OPV) charter to be provided by the Contractor to the Department of Fisheries & Oceans (Client).

The OPV charter will be operated and equipped by the Contractor to provide Canada with 24/7 operational capabilities during transit and while on patrol. The patrols will be conducted in accordance with an operational schedule during the contract period. Each patrol is estimated to be approximately 22-28 days in duration, inclusive of transit time to and from port.

Due to the remoteness of the anticipated operational areas and to ensure an operational redundancy in the event of potential mechanical failure, there will be a requirement for two RHIBs, in addition to any life-saving appliances carried aboard the vessel. The Contractor will be responsible for maintenance and any necessary mechanical repair of the RHIBs to ensure their continued safe operation throughout the patrol and to ensure that Canada is able to perform its primary operational objectives of boarding and inspecting fishing vessels in the North Pacific. DFO and CCG personnel will be responsible for RHIB operation, and not the Contractor. The Contractor's vessel will be required to be equipped with an efficient and safe system to ensure the deployment and recovery of RHIBs manned with Client personnel throughout a range of sea states, as this will be necessary on a regular-basis in order to deploy and recover fisheries inspection boarding teams.

#### **3.2 Area of Operations**

The OPV charter will be required to load required DFO-supplied equipment and to facilitate embarkation of DFO personnel at port in Victoria, B.C. Unloading and disembarkation of DFO personnel will also occur in Victoria, B.C. The Client may be willing to consider another local port if convenient for both the Contractor and the Client.

Once the Client has fully loaded all necessary equipment and Client personnel are fully boarded, the OPV charter will be required to begin transit to the operational areas to commence a patrol, as tasked by the Client, in order to conduct fisheries compliance activities.

The OPV charter will be required to conduct the majority of its patrol and operational fisheries compliance activities inside the high seas waters of the western and central North Pacific Ocean, encompassed within the North Pacific Fisheries Commission area of application (Figure 1).

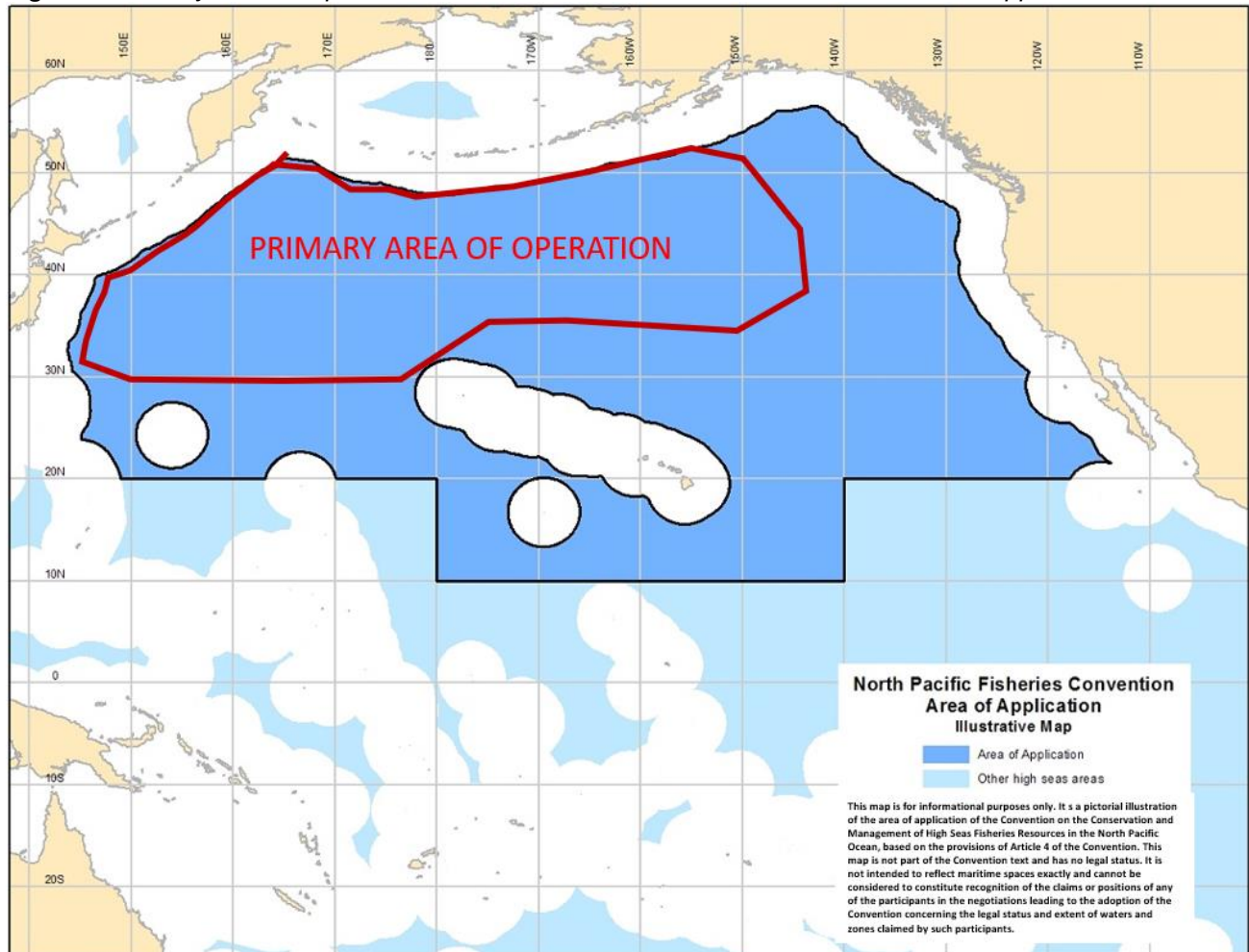
The OPV will be required to make international port calls outside of the primary area of operation (Figure 1) and outside of Canada, as deemed necessary by the Client, in between each operational patrol during the contract period to complete vessel bunkering, provisioning, and to enable crew changes of the Client personnel. The Contractor must be capable of making port calls in Dutch Harbour (Alaska, USA) and Hawaii, and should be capable of conducting port calls at additional foreign ports of partner nations within the North Pacific Ocean if deemed necessary by the Client for emergency medical, or special enforcement-related circumstances, including within Japan.





The Contractor will not be limited to this area, and in addition to required voyage, may be required to conduct operational deliverables within Canada's Exclusive Economic Zone of the Pacific Ocean.

**Figure 1- Primary Area of Operation within North Pacific Fisheries Convention Area of Application**



### 3.3 Mandatory Vessel Requirements

#### 3.3.1 Certification Requirements

The Contractor's vessels must be registered, certificated, operated, manned and maintained in accordance with the requirements of the Canada Shipping Act, 2001 (S.C. 2001, c. 26) and associated regulations; and the Canadian Supplement to the SOLAS Convention - TP 15211 E (2012) with a SOLAS, Unlimited Voyage certification during the time charter period;

The Contractor's vessel must be certified and compliant with the International Safety Management (ISM) Code;

The Contractor must have a certified International Standards Organization (ISO) 9000 series Quality Management and an ISO 14001 Environmental Management System in place, or equivalent;





### 3.3.2 Vessel Dimensions & Performance

The Contractor's vessel must be no less than 72 metres Length Overall (LOA)

The Contractor's vessel must be capable of a maximum speed of no less than 13.0 knots;

The Contractor's vessel must possess a maximum, summer load draft of 8.0m or the ability to operate at a draft of no more than 8.0m as a documented condition in the vessel's stability book;

The Contractor's vessel must have the endurance to operate continuously (24 hours per day) at sea for no fewer than 33 days at normal cruising speeds;

The Contractor's vessel must be capable of a cruising range of not less than 10,000NM

The Contractor's vessel should have machinery redundancy through dynamic positioning (DP2) capacity and a corresponding class notation;

### 3.3.3 Equipment & Storage Requirements

The Contractor's vessel must be fitted with a marine, deck crane with a minimum 2 tonne Safe Working Load (SWL), or greater, on the main hoist at full outreach/extension. The crane must be capable of emergency RHIB launching and recovering, and should have a minimum 10 meter, or greater, working radius at full extension to permit transferring goods or equipment from alongside a dock or, another vessel to at least the center-line of the vessel;

The Contractor's vessel should be fitted with a Rigid Hull Inflatable Boat (RHIB), no less than 7.0m Length Overall (LOA), that will be used as the primary RHIB by the Client. The Contractor's vessel must have a single-point, or dual-point launch and recovery davit, that can accommodate a RHIB no less than 7.0m LOA with no less than 9 persons on board, including the coxswain. If the Contractor is unable to supply the primary RHIB to the Client, the Contractor must accept a Client-provided RHIB that the Contractor will be required to launch and recover for the Client. The Contractor must provide, and if necessary, install any hardware to the deck that may be required for the secure transportation of the primary RHIB;

The Contractor's vessel should have a second RHIB, no less than 7.0m Length Overall (LOA), that will be used as the secondary RHIB by the Client, in case of mechanical or operational failure with the primary RHIB. The Contractor's vessel must have a single-point, or dual-point launch and recovery davit, that can accommodate a secondary RHIB no less than less than 7.0 m LOA with no less than 8 persons on board, including the coxswain. If the Contractor is unable to supply the secondary RHIB to the Client, the Contractor must accept a Client-provided secondary RHIB that the Contractor will be required to launch and recover for the Client, if required due to operational or mechanical failure of the primary RHIB. The Contractor must provide, and if necessary, install any hardware to the deck that may be required for the secure transportation of the secondary RHIB ;

The Contractor must ensure that either the primary RHIB or the secondary RHIB is operational and accessible to the Client at all times.

The Contractor's vessel must be capable of safely storing a minimum of twenty five hundred (2500) litres of gasoline for refuelling the RHIBs.

### 3.3.4 Accommodation and Facilities Requirements

The Contractor's vessel must possess additional, Maritime Labor Convention and *Canada Shipping Act, 2001* (including all applicable regulations) compliant accommodations for a minimum of fourteen (14) persons (to consist of mixed genders) dedicated solely for Client personnel;



The Contractor's vessel must provide a single dedicated office space aboard the ship, preferably adjacent or in close proximity to the bridge, for the Client to operate a minimum of four (4) supplied laptop computers with docking stations simultaneously at workstations, with access to the vessel's broadband internet network, as specified. Each workstation must have an ergonomic and stable chair. This space must provide electrical outlets for the workstations and at least one (1) high resolution colour printer/scanner for Client use. If no such dedicated space is available to fulfill these requirements, the Client may be willing to accept alternative workstation facilities that accommodate a minimum of four (4) workstations located throughout the vessel, including within Client-dedicated cabins.

The Contractor's vessel must provide at least one (1) briefing room for the use of the Client, that can comfortably accommodate at least ten (10) persons, including chairs, at a meeting table that has access to the vessel's broadband internet. This space must also include a whiteboard with a minimum size of 150cm x 100cm, and the necessary electrical outlets for at least one (1) client-supplied laptop and digital projector. If no such dedicated space is available to fulfil these requirements, the Client may be willing to accept a multi-use space that meets these requirements.

The Contractor's vessel should provide at least 6 m<sup>2</sup> of dedicated laboratory space, with electrical outlets and power supply, for the use of the Client. If no such dedicated space is available to fulfil these requirements, the Client may be willing to accept alternative multi-use facilities aboard the vessel.

The Contractor's vessel must supply centralized firearms cabinet storage, fully compliant with the *Firearms Act* for restricted firearms, and capable of accommodating a minimum of ten (10) Smith & Wesson Model 5946 pistols, or an equivalent amount of *Firearms Act* compliant storage space located within the Client designated cabins.

The Contractor's vessel must provide to the Client a minimum of 10 m<sup>2</sup> of enclosed and weathertight storage space, and an additional minimum of 4 m<sup>2</sup> of heated space to be used as a wet gear locker, that will permit the drying of at least 20 sets of wet weather gear.

The Contractor's vessel must have at least 30 m<sup>2</sup> of clear deck area that can be used by the Client for remotely piloted aircraft systems (RPAS) operations.

The Contractor's vessel must provide at least 0.48 m<sup>3</sup> of freezer space for program use by the Client.

### **3.3.5 Communications & Electronics Equipment**

The Contractor's vessel must be fitted with a Very High Frequency (VHF), automatic direction finder, for Search and Rescue operations as per the Ship Station Radio Regulations (Canada);

The Contractor's vessels must have a broadband satellite data system with high speed internet available that can be accessed by client-supplied laptop computers for access to standard internet browsers, and to send and receive email with or without attachments by both cellular and satellite means of communication, at a bandwidth speed of 3Mbps Downlink and 1Mbps Uplink.;

In addition to the Contractor's fitted satellite and cellular communications systems on the vessels, the Contractor's vessels must be fitted with the following systems;

Very High Frequency (VHF) marine radio, including 55 international channels, full duplex channels, and aircraft band frequencies.

Global Maritime Distress and Safety System (GMDSS) that conforms with international requirements, and fully capable of functioning and complying with operations in sea areas A1, A2 and A3.

Satellite voice telephony system with fixed antenna.



Class A and Class B Automatic Identification System (AIS) transponder, equipped with ability to turn off transmission while receiving.

Electronic Chart Display and Information System (ECDIS) interfaced with radar and AIS that is available to the Client for operational planning, monitoring, and the reproduction of data for evidentiary purposes, where possible

Two (2) maritime radar systems, including one X-band and one S-band, both equipped with Automatic Radar Plotting Aid (ARPA).

### **3.3.5 Required Contractor Vessel Livery**

The Contractor's vessel must mark, paint, or display on the vessel hull and superstructure, marking that identifies the vessel as a Canadian fisheries inspection vessel for the Government of Canada. The specific marking and branding requirements will be mutually agreed upon by both the Contractor and Client, and may include marking, and the installation of placards. There will be no fleet, or specific colour scheme requirements.

## **3.4 Service Requirements**

### **3.4.1 Provisioning & Accommodation Requirements**

The Contractor must accommodate a minimum of 14 Client personnel aboard the Contractor's vessel, for the performance of the Client's operational program. The Contractor should attempt to minimize the requirement to share cabins amongst the Client personnel. The Contractor must accept additional Client personnel, up to 20 persons total, if the Contractor's vessel has adequate berthing arrangements and is capable of accommodating this requirement.

The Contractor must provide all Client personnel with three (3) full meals per day (breakfast, lunch, dinner), snacks, and fresh fruit, in accordance with Canada's Dietary Guidelines. The Contractor must adapt meals to any special dietary requirements of the Client.

The Contractor must provide all Client personnel with drinking water, fruit juice, coffee and tea.

The Contractor must provide clean linens, blankets, mattresses, and pillows to the Client, and provide access to full laundry facilities for Client laundry requirements.

The Contractor must provide washroom facilities, including toilets and showers with hot water, that are dedicated for use of the Client, taking into consideration the mixed-gender composition of the Client personnel. All facilities must be maintained by the Contractor in sanitary condition. The Contractor must supply sufficient toilet paper and hand soap.

The Contractor must provide the Client personnel with full access to all common areas of the vessel, including any galley, mess, or fitness facilities.

The Contractor should provide the Client personnel with access to televisions, and satellite television programming, if available on the Contractor's vessel.

The Contractor should provide the Client's personnel with access to fitness equipment and facilities.

### **3.4.2 Rigid Hull Inflatable Boat (RHIB) Requirements**

The Contractor must facilitate and conduct the launching and recovering of the RHIBs from the Contractor's vessel, for the use of the Client to conduct fisheries high seas boardings and inspections. If the Contractor supplies the RHIB used by the Client, the Client must be permitted to have qualified Client-supplied coxswain operate the RHIB. The Contractor must be able to launch and recover the RHIB with at



least 8 people onboard in sea conditions up to World Meteorological Organization (WMO) Sea State Code 5 (wave height of 2.5 m - 4 m).

The Contractor must be responsible for any required maintenance and repair of the RHIBs, including associated motors, electronics, and operational equipment, necessary to ensure the continued operation of at least one (1) RHIB, either primary or secondary, during the Contract to facilitate the Client's operational activities. If the Client supplies either the primary or secondary RHIB, the Client will consult with the Contractor and will supply any necessary parts, or supplies required by the Contractor for maintenance and repair.

The Contractor must be responsible for the refuelling of the RHIBs for the Client, and any required oil or lubricant maintenance services.

### **3.4.3 Client Operational Program**

The Contractor must sail the vessel to patrol any such waters of the North Pacific Ocean that the Client may direct, upon consultation with the Contractor, and with due regard for safe navigation, crew safety and welfare, legal requirements, vessel and equipment integrity, and in consideration of vessel provisioning and bunkering requirements.

The Contractor must provide the Client with reasonable access to the bridge of the vessel, or any vessel facilities and equipment, that may be required by the Client for the purpose of conducting patrol planning, briefing and debriefing, monitoring, surveillance, operational communications, and to effect the high seas boardings and inspections carried out by the Client.

The Contractor must have the capacity and crew to operate 24 hours per day, to enable the Client to conduct their program continuously, as required by the Client, including supporting the launching and recovering of RHIBs for the Client to conduct fisheries high seas boardings and inspections. The Contractor must ensure that the Client is provided with continuous access to the necessary workstation spaces and facilities, and the aforementioned communications and electronics equipment, including broadband internet connectivity and satellite telephony equipment, as required by the Client during the Contract.

The Contractor must support the Client's operations with the retrieval of any detained, or abandoned, lost, or otherwise discarded fishing gear that the Client deems necessary to retrieve aboard the vessel, to the extent that the Contractor's vessel is capable and equipped with the necessary retrieval equipment and storage space.

### **3.4.3 Port Calls, Provisioning, and Bunkering**

The Contractor must carry out required port calls in Dutch Harbor, Alaska, or within the State of Hawaii, United States of America (U.S.A), based on the operational requirements of the Client. Dutch Harbor will be the default port call location, unless otherwise requested by the Client. Canada requires that the port calls conducted in between operational patrols during the contract period be carried out at ports adjacent to the area of operations in order to minimize transit time and maximize operational program delivery, and therefore, the Contractor's vessel and crew must be capable of entering the U.S.A., which requires that the Contractor fulfil all applicable immigration, health and security requirements, to ensure that the Contractor's vessel is eligible for entry into the U.S.A. The Client shall consult with the Contractor on the selection of the port of call, and may choose to select a different port of call, if mutually agreed upon.

### **3.5 Deliverables**

The Contractor must provide to the Client, any vessel information and exterior photographs requested by the Client, as required for the Client to register the Contractor's vessel as a Canadian authorized inspection vessel pursuant to relevant RFMO inspection vessel registries, within 7 days of the Contract award. This will include:



International Radio Call Sign (IRCS)

Registration number

Port of Registry

Hull material and any Port markings on hull

Vessel satellite communication details (telephone, email)

The Contractor must provide the Client with any vessel log information, or other data recorded by the vessel's systems and capable of being reproduced, deemed relevant by the Client for program operations.

#### **4.0 Other Terms and Conditions**

##### **4.1 Client (DFO) Obligations**

The Client will provide the Contractor with an operational patrol plan covering the entire contract period, within 28 days following the contract award. The operational patrol plan will include the following:

The date, time and location of Client mobilization required of the Contractor's vessel in Victoria, BC, or alternative reporting port in the North Pacific Ocean, if mutually agreed upon by the and date and time of embarkation of the Client personnel aboard the vessel.

The date of departure from Victoria, BC (or alternative).

The estimated patrol itinerary and locations for the initial patrol and subsequent patrols within the contract period, including planned operational activities and operational requirements from the Contractor.

The estimated date for the port calls, locations, and estimated time in port required.

The estimated date, time and location of the Client demobilization required of the Contractor's vessel in Victoria, BC (or alternative), and estimated date of disembarkation of the Client personnel from the vessel.

A list of all firearms and hazardous materials expected to be carried on board.

The Client will attempt to limit the required sailing period and operational patrols conducted in between port calls to no greater than 28 consecutive days.

The Client will supply any translators that may be necessary for communication with foreign-flagged vessels.

Upon embarkation, the Client will provide a briefing to the crew of the Contractor's vessel regarding the intended operations, activities, and any occupational health and safety considerations relevant to the nature of the program.

The Client will supply for its embarked personnel personal flotation devices (PFDs), life jackets, dry suits, and operational personal protective equipment (PPE), which may be necessary for Client operations aboard the RHIBs, separate from any life-saving appliances which may be required by the Contractor's vessel under SOLAS, or the *Canada Shipping Act, 2001*.



The Client will attempt to minimize the requirement from the Contractor for RHIB launching and recovering of Client personnel between 20:00h and 06:30h during operations.

The Client will support the RHIB launching and recovering responsibilities of the Contractor from aboard the RHIB, where required, once it has been deployed, or in preparation for recovery.

The Client will provide the Contractor with any placards

#### **4.2 Contractor Obligations**

The captain and crew will be expected to communicate in English.

The Contractor's vessel and crew is required to be available for the full duration of the contract.

The Contractor's vessel and crew is required to support the program operations of the Client 24 hours per day during sailing and operational patrols within the contract period.

The Contractor's vessel and crew will be prohibited from the possession, consumption or use of alcohol, marijuana, and illegal narcotics aboard the Contractor's vessel during the Contract period while the Client is on board.

The Contractor will permit the Client to install and connect any Client-supplied electronics hardware to the vessel data network and implement any configurations of the network that may be required in order to provide the Client with access to necessary Client networks, if deemed necessary by the Client. Upon the conclusion of the Contract, the Client will work with the Contractor to ensure that all Client-supplied hardware is removed and configurations are restored.

If the Contractor's vessel has the available deck space, the Contractor shall permit the Client to load one (1) Client-supplied shipping container, if deemed necessary by the Client.

The Contractor shall fly the appropriate NPFC, or WCPFC fisheries inspection flags, as directed by the Client, as per the procedures pursuant to the applicable fisheries CMMs. The Client will provide these required flags.

The Contractor must be willing to accept the embarkation of any persons deemed necessary by the Client to form part of the Client's personnel aboard the vessel in order to carry out program operations, including other Client contractors (ie. RPAS, translation services), scientists, representatives from other governmental departments, media, and foreign government officials.

#### **4.3 Travel Requirements**

The Client will not reimburse the Contractor for any travel, accommodations, or living expenses incurred by the Contractor or the Contractor's personnel under this Contract.

#### **4.4 Fuel**

The Contractor will be required to pay the cost of fuel for both the Contractor's vessel and the RHIBs. The Contractor will be reimbursed by the Client. The Contractor will be paid the actual cost reasonably incurred without any profit. The Contractor will be paid upon submission of a valid invoice, including all customs duties, applicable taxes extra.

#### **4.5 Meals and Expenses**

The Contractor will be required to pay for the costs of all food, meals, beverages, toilet paper, and hand soap provided to the Client personnel, including fourteen (14) persons. The Client will reimburse the Contractor for accommodations and meal expenses, based on a daily per person rate, for any additional



Client personnel that exceed fourteen persons (14) remaining on board the vessel during the Contract period.

The Client will pay the Contractor for meals and accommodations, per person at a daily rate, for any Client Personnel staying on board the Contractor's vessel that exceed 14 persons, up to and including 20 persons. The Client will not exceed 20 persons, unless mutually agreed upon by both the Contractor and the Client, in which case, the same per diem rates will apply. The Client will pay the Contractor **\$50.00 per person each day**. Additional Client personnel will only be accommodated in circumstances where the Contractor can accommodate Client personnel above the required 14 persons.

## 5.0 Project Schedule

### 5.1 Anticipated Start and Completion Dates

The anticipated operational program period will be from **June 28 to September 1, 2023**, totalling a 65 consecutive day Contract period. The operational program window period is between June 1 and October 31, 2023.

The Contractor's vessel will be delivered to **Victoria, BC**, or an alternative reporting port in the North Pacific Ocean if mutually agreed upon by both the Client and Contractor, for the start of the contract period.

Upon contract award and at the earliest convenience of both the Contractor and the Client, the exact dates of the work period will be agreed upon between both parties, and it will be selected during the operational program window period.

### 5.2 Anticipated Timeline of Charter Vessel Operations

The following table outlines the anticipated timeline and service schedule to be provided by the Contractor:

Anticipated Requirement	Anticipated Location	Approximate Date(s)
Program mobilization: Embarkation of Client personnel, vessel familiarization, and loading of required Client equipment.	Victoria, BC	June 28 – July 1, 2023
Operational Patrol No. 1 – Victoria to high seas of the North Pacific Ocean	Victoria, BC – North Pacific Ocean – Dutch Harbor, AK	July 1 – July 28, 2023
Port Call No. 1- Crew change, bunkering and provisioning	Dutch Harbor, AK	July 28 – August 1, 2023
Operational Patrol No. 2 – Dutch Harbor to high seas of the North Pacific Ocean	Dutch Harbor, AK – North Pacific Ocean – Dutch Harbor, AK	August 1 – August 20, 2023
Port Call No. 2- Bunkering, provisioning, and possible crew change.	Dutch Harbor, AK – North Pacific Ocean	August 20, - August 22, 2023
Operational Patrol No. 3- Dutch Harbor to high seas of the North Pacific Ocean and to Victoria.	Dutch Harbor, AK – North Pacific Ocean – Victoria, BC	August 22 – August 31, 2023
Program demobilization: Disembarkation of Client personnel and unloading of Client equipment	Victoria, BC	August 31 – September 1, 2023





### ANNEX “B” BASIS of PAYMENT

The bid must specify the price per day **at sea** to provide services related to the Client operations, as well as the price per day **at wharf**, necessary for the refueling, provisioning, mobilization, demobilisation, crew change, or any other activities which support the Client operations. All *days at sea* and *days at wharf* will be contiguous days during the contract period. The Contractor will be paid based on the number of *days at sea* and the number of *days at wharf*, as per the below definitions. The delivery location shall be **Victoria, BC**, or any other port in the North Pacific Ocean, as mutually agreed to by the Client and the Contractor. Any costs incurred for the deployment and transit of the Contractor's vessel from its' home port to the delivery location in the Pacific Ocean shall be borne by the Contractor.

At the discretion of the Client, additional days may be requested in order to accomplish further operational objectives. Additional days would be paid at the same rates as described in the agreement.

The **firm price per day** must include all costs associated with conducting the work, and providing the necessary service, including, but not limited to: freighting and vessel operations, crew wages, crew travel expenses, meals for crew and Client personnel (up to 14 persons), potable water, oil, lubricants, insurance, maintenance and repairs, contract administration, equipment leasing, communications, Client satellite internet and telephony requirements, and required sampling.

#### Fuel Direct Expenses

The Contractor will be reimbursed for the fuel 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 an itemized statement supported by receipt vouchers.

#### Meals & Accommodations for additional Client occupancy requirements

The Client will pay the Contractor for meals and accommodations, per person at a daily rate, for any Client Personnel staying on board the Contractor's vessel that exceed 14 persons, up to and including 20 persons. The Client will not exceed 20 persons, unless mutually agreed upon by both the Contractor and the Client, in which case, the same per diem rates will apply. The Client will pay the Contractor **\$50.00 per person each day**. Additional Client personnel will only be accommodated in circumstances where the Contractor can accommodate Client personnel above the required 14 persons.

#### \*Initial Contract Period – EXCLUDING FUEL

\*From Date of Award to March 31, 2024

\*\*Work to be performed between June 1, 2023, and October 31, 2023

No.	Requirement	Minimum Number of Days (A)	Firm Price per Day (B)	Total (excluding taxes) AxB=C
1	**Day at Sea	58	\$ _____	\$ _____
2	**Day at Wharf	7	\$ _____	\$ _____
3	Primary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
4	Secondary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
5	<b>Mandatory Total (Item numbers 1 &amp; 2 only)</b>			\$ _____
6	<b>Full RHIB Optional Service Total (Item numbers (nos.) 1, 2, 3, &amp; 4)</b>			\$ _____
7	<b>Partial RHIB Optional Service A Total (Item nos. 1, 2, &amp; 3 only)</b>			\$ _____
8	<b>Partial RHIB Optional Service B Total (Item nos. 1, 2, &amp; 4 only)</b>			\$ _____





Optional Contract Periods:

<b>* Optional Contract Period No. 1 – EXCLUDING FUEL</b>				
*April 1, 2024 to March 31, 2025				
**Work to be performed between May 1, 2024, and October 31, 2024				
Item No.	Requirement	Minimum Number of Days (A)	Firm Price per Day (B)	Total (excluding taxes) AxB=C
1	**Day at Sea	58	\$ _____	\$ _____
2	**Day at Wharf	7	\$ _____	\$ _____
3	Primary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
4	Secondary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
5	<b>Mandatory Total (Item numbers 1 &amp; 2 only)</b>			\$ _____
6	<b>Full RHIB Optional Service Total (Item numbers (nos.) 1, 2, 3, &amp; 4)</b>			\$ _____
7	<b>Partial RHIB Optional Service A Total (Item nos. 1, 2, &amp; 3 only)</b>			\$ _____
8	<b>Partial RHIB Optional Service B Total (Item nos. 1, 2, &amp; 4 only)</b>			\$ _____

<b>* Optional Contract Period No. 2 – EXCLUDING FUEL</b>				
*April 1, 2025 to March 31, 2026				
**Work to be performed between May 1, 2025, and October 31, 2025				
Item No.	Requirement	Minimum Number of Days (A)	Firm Price per Day (B)	Total (excluding taxes) AxB=C
1	**Day at Sea	58	\$ _____	\$ _____
2	**Day at Wharf	7	\$ _____	\$ _____
3	Primary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
4	Secondary Contractor-supplied RHIB for Client's Operational Use ( <b>OPTIONAL SERVICE</b> )	58 (Required for each Day at Sea)	\$ _____	\$ _____
5	<b>Mandatory Total (Item numbers 1 &amp; 2 only)</b>			\$ _____
6	<b>Full RHIB Optional Service Total (Item numbers (nos.) 1, 2, 3, &amp; 4)</b>			\$ _____
7	<b>Partial RHIB Optional Service A Total (Item nos. 1, 2, &amp; 3 only)</b>			\$ _____
8	<b>Partial RHIB Optional Service B Total (Item nos. 1, 2, &amp; 4 only)</b>			\$ _____

**Cost Evaluation** (total maximum of 30 points) – please use **Cost Proposal form** provided.

Only the mandatory requirements pricing - Cost Proposal table, line no. 5 will be evaluated for points.



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## ANNEX "C" INSURANCE CONDITIONS

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.  
***(Contracting officers must insert the following option, if applicable.)***
  - 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" EVALUATION CRITERIA

### MANDATORY REQUIREMENTS:

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. **A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work subsequent to DFO inspection.**

Information provided will be used to assess against both mandatory and rated criteria. The Contractor shall cite specific examples from their work history that will address both components.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. Upon completion of the RFP process all bidders will be informed of their ranking. (example – 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or 4<sup>th</sup>) If the 1<sup>st</sup> ranked bidder passes their inspection they will be awarded the contract. If the vessel fails the inspection we will contact the 2<sup>nd</sup> ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or we run out of qualified bidders.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. **Bidders must provide proof of each criteria, such as copies of certifications, licences, diagrams, schematics, or photographs. Simply stating you meet the criteria does not constitute proof.**

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

No.	Mandatory Criteria	Proposal Page No.
<b>M1 Vessel</b>	Vessel must registered and flagged in Canada.	
<b>M2 Vessel</b>	Vessel must be registered, certificated, operated, manned, and maintained in accordance with Canada Shipping Act, 2001; SOLAS; and possess an Unlimited Voyage safety certificate, allowing travel outside 200 nautical miles of the coast.	
<b>M3 Vessel</b>	Contractor must have certified International Standards Organization (ISO) 9000 series Quality Management and ISO 14001 Environmental Management Systems in place, or equivalent.	
<b>M4 Vessel</b>	Vessel must be certified and compliant with the International Safety Management (ISM) Code.	



No.	Mandatory Criteria	Proposal Page No.
<b>M5 Vessel</b>	Vessel must be equal to, or greater than, 72 metres in Length Overall (LOA) and possess a maximum, summer load draft of 8 metres.	
<b>M6 Vessel</b>	Vessel must possess a maximum speed of no less than 13.0 knots. (Sea trial reports or demonstrable GPS output data may suffice as proof)	
<b>M7 Vessel</b>	Vessel must have the endurance to operate continuously at sea for no fewer than 33 days at normal cruising speeds.	
<b>M8 Vessel</b>	Vessel must be capable of a cruising range of not less than 10,000 nautical miles (NM)	
<b>M9 Vessel</b>	Vessel must be fitted with a marine deck crane with a minimum 2 tonne Safe Working Load (SWL) and must be capable of conducting an emergency recovery of a RHIB. (Proof may include a combination of inspection or safety certificates, and working radius schematics)	
<b>M10 Vessel</b>	Vessel must be equipped with at least one (1) single-point, or dual-point davit, that is capable of launching both a primary RHIB (minimum 7.0 m LOA, no less than 9 persons) and a secondary RHIB (minimum 7.0 m LOA, no less than 8 persons), in conditions up to and including WMO Sea State Code 5.	
<b>M11 Vessel</b>	Vessel must be capable of safe storage of a minimum of 2500 litres of gasoline (Proof may include description of baffled tanks or fuel storage plan)	
<b>M12 Vessel</b>	Vessel must possess a minimum of 14 berths for Client personnel, compliant with Maritime Labour Convention and <i>Canada Shipping Act, 2001</i> (including regulations).	
<b>M13 Vessel</b>	<p>Vessel must provide a single dedicated office space that can accommodate a minimum of 4 workstations for Client-supplied laptops and docking stations, with access to the vessel's broadband internet network. Each workstation must have an ergonomic and stable chair. Electrical outlets must be provided for the workstations and at least 1 high resolution colour printer/scanner for Client use.</p> <p>Alternatively, if the bidder cannot provide a single dedicated office space, alternate combinations of workstation facilities may be accepted if the bidder can demonstrate sufficient facilities arrangements for a minimum of 4 laptops, each with access to the broadband internet network, equivalent ergonomic seating, and access to at least 1 high resolution colour printer/scanner.</p>	
<b>M14 Vessel</b>	Vessel must provide at least 1 briefing room for the use of the Client that can comfortably accommodate a minimum of 10 persons, including chairs, at a meeting table that has access to the vessels' broadband internet. Space must include a whiteboard (min. size 150cm x 100cm), and the necessary outlets for at least one laptop and one digital projector.	



No.	Mandatory Criteria	Proposal Page No.
	Alternatively, if the bidder cannot provide a single dedicated briefing room space, a multi-use facility may be accepted if the bidder can demonstrate it fulfils these requirements.	
<b>M15 Vessel</b>	Vessel must possess centralized firearms cabinet storage sufficient for the storage of a minimum of 10 Smith & Wesson Model 5946. Storage facility must be compliant with the Firearms Act.  Alternatively, if the bidder cannot provide a single dedicated storage space, equivalent storage space located amongst multiple Client-designated cabins may be accepted if the bidder can demonstrate if fulfils these requirements.	
<b>M16 Vessel</b>	Vessel must provide to the Client a minimum of 10 m <sup>2</sup> of enclosed, watertight storage space for Client equipment, <u>and</u> an additional heated space, a minimum of 4 m <sup>2</sup> , to be used as a wet gear locker, that will permit the drying of at least 20 sets of wet weather gear.	
<b>M17 Vessel</b>	Vessel must provide at least 0.48 m <sup>3</sup> of freezer space for dedicated program use of the Client.	
<b>M18 Vessel</b>	Vessel must have at least 30 m <sup>2</sup> of clear deck area that can be used by the Client for remotely piloted aircraft systems (RPAS) operations.	
<b>M19 Vessel</b>	Vessel must have VHF automatic direction finder	
<b>M20 Vessel</b>	Vessel must have broadband internet connectivity with minimum downlink speeds of 3Mbps and minimum uplink speeds of 1Mbps, on both satellite and cellular connections.	
<b>M21 Vessel</b>	Vessel must have VHF marine radio, including 55 international channels.	
<b>M22 Vessel</b>	Vessel must have Global Maritime Distress and Safety System (GMDSS), fully capable for sea areas A1, A2, and A3.	
<b>M23 Vessel</b>	Vessel must have satellite voice telephony system with fixed antenna (data voice over IP systems included)	
<b>M24 Vessel</b>	Class A and Class B Automatic Identification System (AIS) transponder, with function to turn off transmission while receiving.	
<b>M25 Vessel</b>	Electronic Chart Display and Information System (ECDIS) interfaced with radar and AIS that is available to the Client for operational planning and monitoring.	



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<b>No.</b>	<b>Mandatory Criteria</b>	<b>Proposal Page No.</b>
<b>M26 Vessel</b>	Both X-band and S-band radar systems, equipped with Automatic Radar Plotting Aid functions.	



**RATED CRITERIA (RC):**

Bidders which meet all of the mandatory criteria will then be evaluated and scored based on what is indicated in the table below. The Bidder should indicate where in the proposal the information can be found.

**Bidders must clearly address each criteria in sufficient depth to permit a complete analysis and assessment by the evaluation team. Bidders must provide demonstrable proof of meeting criterion, such as copies of certifications, licenses, logbooks, diagrams, schematics and photographs. Simply stating you meet the criteria does not constitute proof.**

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
<b>RC1</b>	The regular cruising speed of the Bidders vessel is adequate to fulfil Client operational requirements.	10.0 – 10.9 knots- 1 point 11.0 – 11.9 knots- 2 points 12.0 – 12.9 knots- 3 points 13.0 – 13.9 knots- 4 points 14.0 knots +- 5 points	<b>/5 points</b>	
<b>RC2</b>	The beam size of the Bidders vessel.	14.0 m – 15.9 m- 1 point 16.0 m – 17.9 m- 2 points 18.0 m – 19.9 m- 3 points 20.0 m+- 4 points	<b>/4 points</b>	
<b>RC3</b>	The age of the Bidders vessel.	0 – 5 years- 6 points 6 – 10 years- 5 points 11 – 15 years- 4 points 16 – 20 years- 3 points	<b>/6 points</b>	
<b>RC4</b>	The Bidders vessel has machinery redundancy through Dynamic Positioning (DP) Class 2 or 3	DP2 or DP3- 3 points	<b>/3 points</b>	
<b>RC5</b>	The Bidders vessel is able to supply primary and secondary Contractor-supplied RHIBS, as specified in the Statement of Work	Primary RHIB- 10 points Secondary RHIB- 5 points	<b>/15 points</b>	
<b>RC6</b>	The Bidders vessel is able to launch and recover the primary and secondary RHIBs in WMO Sea State Code 6, including 6 m wave height	Primary RHIB- 4 points Secondary RHIB- 2 points	<b>/6 points</b>	
<b>RC7</b>	The Bidders vessel is able to provide single and reduced occupancy berthing arrangements for the Client, based on Client boarding requirements of 14 persons (10 males, 4 females) with gender segregation, on <i>Unlimited Voyage</i> sailing requirements outside of 200NM from Canada.	1-3 single cabins- 1 points 4-6 single cabins- 2 points 7-9 single cabins- 3 points 10+ single cabins- 4 points  Additional: No cabin exceeds double occupancy- 1 points	<b>/5 points</b>	





Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
<b>RC8</b>	The Bidders vessels provides a dedicated fitness space aboard the vessel, with fitness equipment, for use of the Client to maintain health and wellness	Fitness Machines (treadmill, Universal weight resistance, stationary bike, rowing machine, other):  5+ Machines- 1 point  Free weights Equipment (dumbbell set, barbell & plates set) - 127 kg combined weight, or more- 1 point	<b>/2 points</b>	
<b>RC9</b>	The Bidders vessel provides a dedicated mess, or lounge space, for sole use of the client, equipped with satellite television and WIFI internet connectivity.	1+ Dedicated Area(s)- 1 point	<b>/1 points</b>	
<b>RC10</b>	The Bidders vessels provides high performance satellite data connectivity to the Client (based on data for one Client computer)	Downlink Speeds: 5Mbps-10Mbps- 1 point 10Mbps-25Mbps- 2 points 25Mbps+- 3 points	<b>/3 points</b>	
<b>RC11</b>	The Bidders vessel provides additional workstation access to the Client with access to vessel's broadband internet, electrical outlet, and ergonomic chair.	5-8 Workstations- 1 point 9+ Work Stations- 2 points	<b>/2 points</b>	
<b>RC12</b>	The Bidders vessel provides a dedicated laboratory space for the Client of at least 6 m <sup>2</sup> , with multiple electrical outlets.	One (1) dedicated laboratory space, not a multi-use room.	<b>/3 points</b>	
<b>RC13</b>	The Bidders vessel can accommodate a Client-supplied 20 foot sea container.	One (1) 20 foot sea container.	<b>/2 points</b>	
<b>RC14</b>	The Bidders vessel is capable and rated for helicopter landing, if required by the Client for emergency or non-emergency operations.	Capable of helicopter landing.	<b>/4 points</b>	
<b>RC15</b>	The vessel master and crew have experience in offshore maritime operations outside of Canada's 200NM exclusive economic zone (EEZ)	Vessel Master outside of Canada's EEZ:  1-2 years experience as vessel master- 4 points 3+ years experience as vessel master- 6 points  Crew members with a minimum of 1 year experience as seafarer beyond Canada's 200NM EEZ:	<b>/9 points</b>	



Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
		1-3 crew members: 1 points 4-6 crew members: 2 points 7+ crew members: 3 points		
	<b>TOTAL POINTS AVAILABLE</b>		<b>/70 points</b>	
Bidder must achieve a minimum score of <b>20</b> possible points out of <b>70</b> of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.				



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## ANNEX “E” 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)