



**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
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : [DFO.Tenders-
Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca) and
Katie.Falletta@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).

| | | |
|--|--|---|
| Title / Titre Tye Test Fishing Dock Installation and Removal | | Date 13 April 2023 |
| Solicitation No. / N° de l'invitation 30004052 | | |
| Client Reference No. / No. de référence du client(e) 30004052 | | |
| Solicitation Closes / L'invitation prend fin At / à : 2:00 pm / 14h00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : 28 April 2023 / 28 Avril 2023 | | |
| F.O.B. / F.A.B. Destination | Taxes See herein — Voir ci-inclus | Duty / Droits See herein — Voir ci-inclus |
| Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus | | |
| Instructions See herein — Voir ci-inclus | | |
| Address Inquiries to : / Adresser toute demande de renseignements à : Katie Falletta – Contracting Officer Email / Courriel: DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca c.c.: Katie.Falletta@dfo-mpo.gc.ca (506) 238-3511 | | |
| Delivery Required / Livraison exigée See herein — Voir en ceci | Delivery Offered / Livraison proposée | |
| Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur | | |
| Telephone No. / No. de téléphone | Facsimile No. / No. de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) | | |
| Signature | Date | |



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

Escort required at DFO site(s):

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove and PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

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

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 Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and 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.

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 5 (five) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 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)

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.

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Pricing Schedule detailed in Attachment 1 to Part 3.

Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. Any applicable taxes in the table below are extra. The firm rates marked in the table below will form the basis of payment for any resulting contract with the winning bid.

All prices entered in the table below must be in Canadian dollars (CAD). Any resulting contract will NOT permit exchange rate fluctuation mitigation.

The firm all-inclusive price of each milestone are subject to maximum amounts stated in article 1.1 (below).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

1.0 Table of Milestones

| Year 1 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

| Year 2 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

1st Option Period

| Year 3 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |



2nd Option Period

| Year 4 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

3rd Option Period

| Year 5 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

1.1 The maximum value of each milestone is as follows:

- **Milestone 1 = 50%** of the total evaluated price
- **Milestone 2 = 50%** of the total evaluated price

1.2 Breakdown of Milestone Pricing:

The bidder should include a breakdown of the costs for the firm all-inclusive process quoted in the milestone table.

The milestone all-inclusive process are based on the following rates (*Bidder to insert rates*) :



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 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".

4.1.2 Financial Evaluation

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

Refer to Attachment 1 to Part 3.

4.2 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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](#) website.

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 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.

5.2.3.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.3 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:

5.2.4 Former Public Servant

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

- a. an individual;



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

Escort required at DFO site(s):

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove and PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e a new SRCL must be submitted and processed following the same procedure as for the initial 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 [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

Delete: 2010C 10 (2013-03-21) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *[to be completed at contract*



award]. 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.

6.3.2 Supplemental General Conditions

[4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract Award to March 31, 2025 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 (three) additional 1 (one) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Katie Falletta
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, Ottawa, ON, K1A 0E6
Telephone: 506-238-3511

E-mail address: Katie.Falletta@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 completed 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 *[to be completed at contract award]*

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

Telephone: ____-____-_____
Facsimile: ____-____-_____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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 firm unit prices, as specified in Annex "B" for a cost of \$____ *[to be completed at contract award]*. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$____ *[to be completed 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 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is attached at Annex B.



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 at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *[to be completed at contract award]* 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.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification – Contract

SACC Manual clause [C0305C](#) (2014-06-26), Cost Submission – Limitation of Expenditure or Ceiling Price

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) the supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Conditions;
- (g) the Contractor's bid dated _____ *[to be completed at contract award]*.



6.12 Insurance - Specific Requirements

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

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

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

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 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 Leaves that will honour the pricing for Contractors.

- Use public transportation or another method of green transportation as much as possible.



ANNEX "A" STATEMENT OF WORK

1.0 Title:

Tyee Test Fishing Dock Installation and Removal for Winter Moorage

2.0 Location

Prince Rupert, British Columbia, Canada

- Aberdeen Creek (Tyee Test Site), British Columbia, Canada (Location of test site)
- Osland (Current moorage location of Tyee dock), British Columbia, Canada

3.0 Background:

The operational Tyee test fishery runs approximately June 10 until September 25 for each test fishery season with variability in exact dates occurring between years. This Contract is in support of the Tyee test fishery project. The dates of operation are heavily dependent on the tides of the Skeena River. The installation of the Tyee dock must be in place before the start date of the Tyee test fishery project. The removal of the Tyee dock must be done after the test fishing project has completed and before any damage from river events, extreme weather or ice can damage the structure. Overwintering of the dock should occur in a safe area that will minimize the risk of damage from weather events and tides.

To complete the installation and removal of the dock and breakwater log a vessel, or vessels, large enough with enough horsepower to safely tow the dock and breakwater (up and down river), must guide it in to position for installment and protect it from harm. The vessel will be expected to have the needed attachments and equipment to tow and steer the dock and breakwater log. Communication between DFO staff, the Skipper of the test fishing vessel and the Contractor will be crucial.

The Tyee test fishery project has been ongoing for over 65 years and is imperative to meet DFO's mandate to Canadians, the Pacific Salmon Treaty, Skeena River Indigenous, Commercial and Recreational Fisheries.

4.0 Objective:

This Contract is to support the Tyee test fishery project by creating, installing, removing, and protecting necessary equipment used by the project.

5.0 Requirements/Tasks:

5.1 Tyee Dock and Breakwater Log transfer and installation:

The Contractor must transfer the Tyee dock and breakwater from its winter moorage, currently at Osland, to the spot where it is to be installed for the test fishing season, near Aberdeen Creek bridge there is a pull out section along Highway 16. This includes all needed crew and equipment. The Contractor is required to abide by the Canadian Shipping Act and Transport Canada regulations, and required to hold/or possess the necessary certification and documents required to operate commercially. This documentation must be aboard each vessel. The dock may need to be moved at specific tide times and the Contractor must be able to know these times to minimize damage to both the Tyee dock and breakwater.

- The Contractor must coordinate the movement of the dock and breakwater log, (which is winterized and stored at Osland), with the Osland community, and obtain any information,



i.e. bad weather, damage to dock/breakwater etc. and added equipment necessary to conduct this activity.

- The Contractor must conduct necessary preparatory activities at the moorage location and at the operational location to facilitate the installation of the Tyee dock. i.e. coordinate with crane/traffic controller to determine best tide times etc.
- The Contractor must conduct necessary preparatory activities at the moorage location to facilitate re-positioning of the Tyee dock to a lower tidal elevation or transferring it to the operational location, if necessary.
- The Contractor may consider, based on their preparatory activities, the re-position and re-securing of the Tyee dock at its winter mooring location at a lower tidal elevation to better facilitate removal and relocation of the Tyee dock to the operational location, if necessary.
 - The Contractor must determine the time to conduct the move of the dock/breakwater log to ensure it coordinates with the appropriate tide.
 - The Contractor must determine the correct tidal elevation to re-position the Tyee dock and breakwater log in order to allow for it to be transferred from the moorage to operational location.
 - The Contractor must provide confirmation to the DFO Project Authority that this has been completed.
 - The Contractor may re-position the test site dock and breakwater separately depending upon the tidal cycle, river freshet conditions or other environmental/mechanical factors to minimize damage to the dock and breakwater.
- The Contractor must determine the correct date and time to remove the Tyee dock from its moorage location and secure it so that it can be transferred to the operational location at the designated installation time.
- The Contractor must transfer the Tyee dock from the moorage to operational location at the designated installation time.
 - The Contractor must determine the time to conduct this activity to ensure it coordinates with the tide date, installation time and operational requirements.
- The Contractor must aid in the securing of the Tyee dock into the final installation position at the operational location so that the DFO retained crane, can hoist the securing spars (steel beams), cables and other infrastructure into place to hold the test site dock in place for the test fishery season. The Contractor will be responsible for the following:
 - The Contractor must assist in installing the securing pins between the test fishery dock and the spars.
 - The Contractor must assist in securing the cables that run between the test fishery dock and the shore.
 - The Contractor must assist in releasing the hoist cables from the spars and cables once they are secured in operational position from the crane.
- The Contractor must secure the breakwater in its final operational position and may need to make in-season adjustments as identified by the DFO Project Authority.

5.2 Tyee Dock and Breakwater Log Removal:

The Contractor must provide a vessel, or vessels, that are able to remove the Tyee dock and breakwater log to transport to its winter moorage location. This includes all needed crew and equipment. Osland is in the estuary of the Skeena River and was the winter moorage location until 2021 where it was stored in the Wainwright Basin. The Contractor must take appropriate measures to prepare the Tyee dock for the winter season. This involves, but is not limited to,



adding anti-freeze to the remaining waterlines and having the dock secured to the chosen moorage location. This minimizes the damage inflicted by winter events.

- DFO will retain traffic control services, supply a crane and hoisting cables at the operational location to allow for the Tyee dock to be removed from its operational position.
- The Contractor must have the Tyee dock and breakwater removed and moored by November 1st, unless otherwise provided directed in writing by the DFO Project Authority.
- The Contractor must coordinate these activities with the winter moorage site, currently at Osland, with the Osland community and obtain necessary equipment, weather information, availability etc. from the Osland community to conduct the activities.
- The Contractor must secure the infrastructure on the test site dock for transfer and winter moorage.
- The Contractor must conduct a review of preparatory activities at the operational location and the moorage location to facilitate removal of the Tyee dock at the end of the test fishery season as well as for the installation of the Tyee dock for the next test fishery season. i.e. check spars, review dock structure, cables, equipment required etc.
 - This review will be provided to DFO before the removal of the Tyee dock and breakwater log.
- The Contractor must remove the breakwater from its operational position and secure it for transport to the winter moorage location.
 - The Contractor may determine the date and time to conduct this activity, taking into consideration the tide/weather, need of the test-fisherman and moorage date of November 1st.
- The Contractor must aid in securing the Tyee dock in position for spar removal in conjunction with the retained crane so that the Tyee dock is disconnected for transfer to the winter mooring location and so that the securing spars can be stored at the operational location.
 - The Contractor must aid in securing the hoist cables to the dock and end of spars.
 - The Contractor must aid in releasing the securing pins between the test fishery dock and the spars.
 - The Contractor must aid in releasing the cables that run between the test fishery dock and the shore as well as placing them in storage on the test fishery dock.
- The Contractor must secure the Tyee dock for towing to the winter moorage location.
 - The towing will happen immediately after the spars and cables are removed.
- The Contractor must tow the Tyee dock and breakwater log to the winter moorage location.
- The Contractor may secure the Tyee dock on a short-term basis in the vicinity of the winter moorage location to allow for accurate placing of the Tyee dock in its winter moorage location. The Contractor must communicate the planned location for the storage of the dock and must get the Project Authority's approval prior to finalizing plans.
- If the winter mooring location returns to Osland, the Contractor must secure the Tyee dock as appropriate given the conditions. If the winter mooring location is at Osland in its final winter moorage position it must be at a tide height of at least 23.0 feet based on the predicted tide height for Prince Rupert, B.C.
 - The Contractor must determine the date and time to conduct this activity and inform the DFO Project Authority by email, at minimum fourteen (14) days prior to when the activity will take place.
 - The Contractor may remove and or transfer the test site dock and breakwater log separately depending on tidal cycle, river freshet conditions or other environmental or mechanical factors.



- The Contractor may secure the Tye dock temporarily at a lower tide height at the winter moorage location until such time as it can be re-positioned to the proper height on at least 23.0 feet. The Contractor must inform the DFO Project Authority if this is to be done.

5.3 Vessel Requirement

- The Contractor must provide a vessel capable of towing the dock with the approximate weight of 52 tons and approximate dimensions of 80 ft x 20 ft.

5.4 Safety Plan

- Contractor must provide a safety plan, the safety plan must include Covid-19 guidelines.

6.0 Government Furnished Equipment of Material

DFO will provide the crane and traffic control for both the installation and removal of the Tye dock.

7.0 Timeframe and Delivery Dates

The Tye dock and breakwater log will be installed before the Tye test fishery project, dates will be set depending on current weather events, tides, and other natural factors. DFO and the Contractor will work together coordinating a date to ensure that all DFO provided materials will be available. The Tye dock and breakwater log will be removed and moored in its winter moorage location, over winter by November 1st of each year the Contract is in effect. DFO and the Contractor will work together coordinating a date.



APPENDIX A





APPENDIX B





**ANNEX "B"
BASIS of PAYMENT**

[TO BE COMPLETED AT CONTRACT AWARD]

All prices entered in the table below must be in Canadian dollars (CAD).

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

1.0 Table of Milestones

| Year 1 Milestone # | Description | Firm All-inclusive Price |
|--|---|---------------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

| Year 2 Milestone # | Description | Firm All-inclusive Price |
|--|---|---------------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

1st Option Period

| Year 3 Milestone # | Description | Firm All-inclusive Price |
|--|---|---------------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |



2nd Option Period

| Year 4 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

3rd Option Period

| Year 5 Milestone # | Description | Firm All-inclusive Price |
|--|---|--------------------------|
| 1 | Installation of the dock and breakwater | \$ _____ |
| 2 | Removal of the dock and breakwater | \$ _____ |
| Total Price for Completion of Milestones (Applicable Taxes are extra) | | \$ _____ |

1.1 The maximum value of each milestone is as follows:

- **Milestone 1 = 50%** of the total evaluated price
- **Milestone 2 = 50%** of the total evaluated price

1.2 The Milestones are based on the following Rates:



ANNEX "C" INSURANCE CONDITIONS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, 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 Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Please note Bidders must complete the following charts and include with their bid submission.

| No. | Mandatory Criteria | Meets Criteria (✓) | Proposal Page No. [Bidder to Provide] |
|-----|---|--------------------|--|
| M1 | <p>The Bidder MUST have a minimum of 60 months (5 years) experience in ocean towing projects and MUST demonstrate experience by providing a detailed description of previously completed ocean towing projects on a minimum of two (2) separate occasions together with references within the past five (5) years.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (for validation purposes) 3. Description of the type and scope of services that meet the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). | | |
| M2 | <p>Contractor MUST hold a vessel master certificate (60 tonne or greater) and MUST provide a copy of the certificate with their bid.</p> | | |
| M3 | <p>The bidder MUST demonstrate that they will provide a vessel that meets the following:</p> <p>The vessel required MUST be appropriate size and bollard pull the dock in foreseeable weather conditions in the area.</p> <ul style="list-style-type: none"> • This vessel MUST be capable of towing the approximate weight of 52 tons (approximate dimensions 80 ft x 20 ft). • Provide proof of certification for the master of the vessel and the crew of the vessel. | | |