



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des  
soumissions

Tammy O'Toole  
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)

**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> Vessel Charter – Lower North Shore, Quebec		<b>Date</b> August 23, 2023
<b>Solicitation No. / N° de l'invitation</b> 30004250		
<b>Client Reference No. / No. de référence du client(e)</b> 30004250		
<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> September 7, 2023		
<b>F.O.B. / F.A.B.</b> Destination – Voir ci-inclus	<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>  Karen Dolan, Acting Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@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>	



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## **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 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two (2) compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

### **1.4 Debriefings**

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

### **1.5 Trade Agreements**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

For documents sent by mail please notify the contracting authority via email ([DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca)), that you re submitting a document by mail to the address identified on Page 1 of the ITT document.

### 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 **Quebec**.

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 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the Bidder declares in writing that they are not interested in owning the Intellectual Property Rights in Foreground Information.

## 2.6 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 PDF format)

**Section II: Financial Bid** (one PDF format)

**Section III: Certifications** (one 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 (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 "C"

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Annex "C"

#### **4.1.3 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Conditional Set-aside for Indigenous Business**

Bidders must complete Attachment 2 to Part 5 if they are an Indigenous Company and wish to be considered for a Procurement Set-aside.

### **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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) 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 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.

**5.2.3.7 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.2.3.8 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

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

##### **Definitions**

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

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

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

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

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

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

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

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

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

##### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:



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

**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](#)



**ATTACHMENT 2 TO PART 5**

**SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION**

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.

1.3 The Bidder must check the applicable box below:

The Indigenous business has fewer than six full-time employees.

OR

The Indigenous business has six or more full-time employees.

2. Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:

I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
**Name of owner and/or employee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## 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

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.

6.3.2.1 Subsection 10 of [2010B](#) (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: Project Authority and the AP Coder (*to be inserted 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

[4007](#) (2022-12-01) Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from contract award to October 31, 2023 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 three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **30 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: Karen Dolan  
Title: Acting Senior Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6

Telephone: 782-377-7245  
E-mail address: [DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@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** *(to be inserted at Contract award)*

The Contractors Representative for the Contract is:

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

Telephone: \_\_\_\_\_  
 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: 2019-01** of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ *(to be inserted 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: \$\_\_\_\_\_ *(to be inserted at Contract award)*





### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted 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 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):

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

### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section 6.3.2.1 entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)
  - Project Authority
  - AP Coder



## 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

## 6.10 Applicable Laws

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

## 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 [4007](#) (2022-12-01) Canada to own intellectual property rights in Foreground Information;
- (c) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply;
- (d) Annex A, Statement of Work;
- (e) the Contractor's bid dated \_\_\_\_\_ *(to be inserted at Contract award)*.

## 6.12 Insurance - Specific Requirements

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

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

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

## 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 Leafs 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**

**TITLE:** Vessel Charter –Lower North Shore, Quebec

**BACKGROUND:**

Fisheries and Oceans Canada has an on-going requirement to hire a vessel to carry out fisheries enforcement and surveillance responsibilities in the waters of the Quebec Lower North Shore.

**SERVICES REQUIRED:**

Fisheries and Oceans has a requirement to hire a fishing vessel between 45 to 65 feet in overall length, with the service of a Captain and a two crewmembers. The crewmembers are to assist Fishery Officers with conducting boarding's and gear inspections as requested from September through to October 31.

The vessel owner to ensure that the vessel is seaworthy; the main engine is in good running order; and that all equipment is maintained in good working order and is adequate for the purpose intended.

**Gear Inspections & Patrols (with Fishery Officer on board)**

- Conduct coastal patrols on lobster, snow crab, herring, mackerel, groundfish and scallop fisheries.
- Facilitate Fishery Officers boarding fishing vessels at sea.
- Hauling, resetting or seizing various type of fishing gear, such as traps (lobster, crab, whelk), gill nets (herring, groundfish, mackerel) and long line.
- Transporting seized fishing gear to be offloaded at port.
- Observing, Recording, and Reporting all patrols.

**Vessel Capacity & Capabilities**

- Deck space should be large enough to accommodate stacking of minimum of 35 large crab traps (diameter of traps is usually between six-seven feet (base/floor), 75 to 100 lobster traps or 25 50-fathom gill nets.
- The vessel should be capable of achieving a minimum required speed of 8 knots and be able to maintain a cruising speed of 8 kts or above for a prolonged period of time.
- Ability to operate in adverse weather conditions in which commercial fishing operations are conducted.
- Ability to haul various type of fishing gear (traps, nets, longlines)
- Equipped with sufficient lighting for safe work on the deck at night.

**Vessel Requirements:**

- The vessel should be maneuverable enough to work in fishing grounds with set fishing gear (i.e. lobster/crab traps, herring gill nets, groundfish longline, etc....).
- Transport Canada certification is to list number of persons onboard to include crew and Government of Canada staff.



**Captain and crew of vessel:**

- Captain and crew should be fully familiar with the operation of the vessel and all equipment on board the fishing vessel including electronic equipment. The Captain and crew should also be familiar with the waters of Gulf the St Lawrence and the Quebec Lower North Shore. Also, the Captain and crew should have a general knowledge of the fishing activities and be knowledgeable of the regulations respecting the conservation of fish species in that area.
- It will be the contractor's responsibility to ensure all Government of Canada laws and guidelines concerning Safety at Sea are observed by its employees.
- Captain and crew are to adhere to daily tasking and directions as provided by the Fishery Officer assigned to the vessel and must comply with these instructions in a respectful and safe manner for the duration of the contract period.
- It should be noted that the work to be done could involve some risk, such as operating a vessel in adverse weather conditions or possible conflicts with the public.
- The Captain is to ensure to provide consistent service to operations when unexpected situations involving ship and/or crew occur (i.e. mechanical breakdown, crew illness, etc.).
- Fishery Officers will report after each patrol regarding the results of the individual operation and provide comment on the performance of the vessel, Captain, and Crew with regard to obtaining mission objectives in a safe and efficient manner.
- Captain and crew reports, records, logs, and notes will be reviewed by Conservation & Protection staff to ensure accurate, timely, and appropriate records are maintained.
- Evidence provided by Captain or crew will be reviewed by Conservation & Protection for accuracy and detail effectiveness in order to support fair and successful prosecutions of noted violations.
- Captain and crew may be required to provide positional data to Fishery Officers and may be required to give evidence in court relative to fisheries infractions encountered during operations.
- While at sea, the crew shall maintain watch 24 hours per day in compliance with the Transport Canada Marine Safety Regulations.

**Other:**

- During the contract period, DFO will install a Vessel Monitoring System (VMS) unit aboard the fishing vessel or will pay for the activation if one is already installed onboard. The VMS unit will transmit the vessel position in Latitude & Longitude, date & time and speed of the vessel. The contractor will be responsible of having an available 12 volt power outlet on the vessel.
- The contractor, captain or crew members should:
  - (a) not alter or tamper with the VMS unit or its operation;
  - (b) destroy, dispose of, or remove the VMS unit or associated records or storage media;
  - (c) emit or cause to be emitted any electronic or electric signal that renders the VMS unit inoperative or inaccurate;
  - (d) interfere with or block any signals required by the VMS unit gather, record, or transmit information.
- The captain/crew members is to ensure that the VMS unit is fully operational and activated for the



complete DFO trip at sea. The captain/crew are responsible for the safe keeping of the VMS unit during the contract period and require to take reasonable care to secure vessel from equipment theft.

**Home Port:**

Prior to the contract award the Contractor and Project Authority will discuss and determine the location of the vessel homeport, the final decision will be taken by the Project Authority.

All associated or additional cost incurred to get to and from the designated vessel homeport will rest solely on the captain and crew members.

**Possible Home Ports:**

- 1) Blanc-Sablon, QC.
- 2) Kegaska, QC.
- 3) Havre Saint Pierre, QC
- 4) Sept-Îles, QC.

**Sea Duty:**

The Department of Fisheries and Oceans will be responsible for compensation of sea duty only. Sea Duty begins when the vessel leave port and terminates when the vessel arrives at port. The daily rate for sea duty will consist of 9.5 hours of sea duty. For any hours of sea duty less than 9.5 hours or in excess of 9.5 hours, compensation will be based on an hourly rate arrived at by dividing the daily rate by 9.5. For extended periods at sea, the maximum allowable compensation per day will be 16 hours.

**Stand-by:**

Compensation for stand-by at ports outside the Contractor's home port, will be four (4) hours per day while at port for days in which no sea duty is provided. Compensation will be at the hourly rate arrived at by dividing the daily rate by 9.5 as outlined in "Sea Duty" above.

**DFO Obligations**

All questions or concerns during the period of the contract shall be sent by e-mail to either the Project Authority. DFO will respond within two (2) business days.

DFO will provide the following personnel, equipment, and mission planning information:

- 1 to 2 Fishery Officer(s) for each patrol;
- Mission/operational plan(s).

**ESTIMATED REQUIRED DAYS**

It is anticipated that there will be approximately 30 days of sea duty throughout the duration of the contract.



**ANNEX "B" - BASIS OF PAYMENT**

For the provision of vessel charter services, including all associated costs necessary such as but not limited to insurance, repairs maintenance, food lodging, crew salary, etc required to carry out the work.

The bidder is required to submit firm prices below for the initial contract period and all subsequent option periods. The bidder must not alter the tables. Any response that includes altered tables will be declared non-responsive and will be excluded.

**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.

It is the responsibility of the supplier to monitor all fuel consumption and expected fuel costs during the mission in accordance with DFO contract requirements. If total propulsion and power fuel costs are expected to exceed the maximum of the total current propulsion and power fuel cost specified within the signed contract, the supplier will be required to notify the Contracting Authority and Project Authority to seek approval to initiate or continue mission operations.

**Table A: Initial Contract Period – Vessel Rate**

Description	Estimated Level of Effort	Hourly Rate	Total Cost
Sea Duty - Vessel Rate **Exclusive of Fuel	30 days (9.5 hrs per day = 285 hrs)	\$ _____	\$ _____
Stand-by - Vessel Rate **Exclusive of Fuel	30 days (4 hrs per day = 120 hrs)	\$ _____	\$ _____
<b>Initial Contract Period</b>  <b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____	\$ _____

**Table B: 1<sup>st</sup> Option Period – Vessel Rate**

Description	Level of Effort	Total Cost
Sea Duty - Vessel Rate **Exclusive of Fuel	30 days (9.5 hrs per day = 285 hrs)	\$ _____
Stand-by - Vessel Rate **Exclusive of Fuel	30 days (4 hrs per day = 120 hrs)	\$ _____
<b>1<sup>st</sup> Option Period</b>  <b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____



**Table C: 2<sup>nd</sup> Option Period – Vessel Rate**

Description	Level of Effort	Total Cost
Sea Duty - Vessel Rate **Exclusive of Fuel	30 days (9.5 hrs per day = 285 hrs)	\$ _____
Stand-by - Vessel Rate **Exclusive of Fuel	30 days (4 hrs per day = 120 hrs)	\$ _____
<b>2<sup>nd</sup> Option Period</b>		
<b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____

**Table D: 3<sup>rd</sup> Option Period – Vessel Rate**

Description	Level of Effort	Total Cost
Sea Duty - Vessel Rate **Exclusive of Fuel	30 days (9.5 hrs per day = 285 hrs)	\$ _____
Stand-by - Vessel Rate **Exclusive of Fuel	30 days (4 hrs per day = 120 hrs)	\$ _____
<b>3<sup>rd</sup> Option Period</b>		
<b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____

**Propulsion and Power Fuel Use Estimation and Costs**

Propulsion and power fuel costs associated with required mission operations provided in the statement of work (Annex "A") shall be paid as a separate direct cost.

For evaluation purposes, the bidder must provide an estimate of average fuel consumption as an hourly amount (l/hr) and total amounts taking into consideration the requirements of the vessel for sea duty and stand-by operations.

The bidder must provide estimations of fuel consumption in table 2 below.

Table 1 is provided as an example only.





**Table 1 – EXAMPLE ONLY –**

Estimated propulsion and power fuel usage and cost breakdown for bid submission.

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr)  (Bidder must complete)	Total Fuel (**L)  (d) = (b) x (c)  (Bidder must complete)	Total Fuel Cost  (e) = (a) x (d)  (Bidder must complete)
Sea Duty usage	\$4 per liter	250 hours	30 l/hr	7500 L	\$30,000.00
Stand-by usage		180 hours	110 l/hr	19 800 L	\$79,200.00
Total evaluated fuel cost					\$109,200.00

\*l/hr = liters per hour

\*\*L = liters

**Table 2 - Propulsion and power fuel usage estimation.**

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr)  (Bidder must complete)	Total Fuel (**L)  (d) = (b) x (c)  (Bidder must complete)	Total Fuel Cost  (e) = (a) x (d)  (Bidder must complete)
Sea Duty usage	\$ 2.25 per liter	285 hours	_____ l/hr	_____ L	\$ _____
Stand-by usage		120 hours	_____ l/hr	_____ L	\$ _____
<b>(G) Total evaluated fuel cost</b>					\$ _____

\*l/hr = liters per hour

\*\*L = liters



**Total Evaluated Price:**

<b>Table A:</b> Initial Contract period – Vessel evaluated price (excluding fuel and plus applicable taxes)	\$ _____ <b>(A)</b>
<b>Table B:</b> 1 <sup>st</sup> Option period - Vessel evaluated price (excluding fuel and plus applicable taxes)	\$ _____ <b>(B)</b>
<b>Table C:</b> 2 <sup>nd</sup> Option period - Vessel evaluated price (excluding fuel and plus applicable taxes)	\$ _____ <b>(C)</b>
<b>Table D:</b> 3 <sup>rd</sup> Option period - Vessel evaluated price (excluding fuel and plus applicable taxes)	\$ _____ <b>(D)</b>
<b>Table 2:</b> Total evaluated fuel cost (plus applicable taxes)	\$ _____ <b>(2)</b>
<b>Total all-inclusive evaluated price</b> (plus applicable taxes)	\$ _____ <b>= (A) + (B) + (C) + (D) + (2)</b>
<b>All prices do not include any applicable tax</b>	



## ANNEX "C" - 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 all of the mandatory criteria will be excluded from further consideration.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. 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 there are no more 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 meeting each Mandatory Requirement, such as copies of certifications, licences, logbooks, diagrams, schematics, or photographs. Simply stating you meet the criteria does not constitute proof.

No.	Mandatory Requirements	Meets Criteria (Yes/No)	Proposal Page No. (to be provided by bidder)
<b>M1 Home Port</b>	The vessel <b>must</b> have a home port or be berthed in Canada within the Gulf of St Lawrence as outlined in Annex A - Statement of Work.  Bidder to specify Home Port.		
<b>M2 Response Time</b>	Vessel and crew <b>must</b> be available to respond to within three (3) hours' notice. 24/7-365, inclusive Saturdays, Sundays and Statutory Holidays for the duration of the contract.		
<b>M2 Certification</b>	Bidder <b>must</b> have Marine Liability Insurance as described in Annex D.  A copy to be provided prior to award.		
<b>M3 Certification</b>	Vessel <b>must</b> have a current and valid Transport Canada Marine Safety Inspection as required by regulations.  A copy to be provided prior to award.		
<b>M4 Certification</b>	Vessel <b>must</b> possess a valid Transport Canada (or international equivalent)		



No.	Mandatory Requirements	Meets Criteria (Yes/No)	Proposal Page No. (to be provided by bidder)
	<p>Minimum Safe Manning Document.</p> <p>A copy to be provided prior to award.</p>		
<b>M5 Certification</b>	<p>Vessel <b>must</b> possess valid Transport Canada Safety Certificates (or international Equivalents)?</p> <p>A copy to be provided prior to award.</p> <p><b>Note:</b> <i>Vessels under 15 GT are not expected to have these certificates</i></p>		
<b>M6 Certification</b>	<p>Vessel <b>must</b> be operated in accordance with Canadian Fisheries Laws.</p>		
<b>M7 Vessel Safety</b>	<p>Vessel <b>must</b> be equipped with sufficient lifesaving equipment for both the crew and 2 Peace Officers.</p>		
<b>M8 Vessel Safety</b>	<p>Vessel <b>must</b> be equipped with First Aid provisions.</p>		
<b>M9 Vessel Safety</b>	<p>At least one (1) member of ship's crew (captain or deckhand) <b>must</b> have certified marine first aid training for the duration of the contract.</p>		
<b>M10 Vessel Specs and Capabilities</b>	<p>Vessel <b>must</b> have sufficient deck configuration and space to be able to carry, launch and retrieve a small 17 ft. inflatable boat that will be provided by Conservation &amp; Protection.</p>		
<b>M11 Vessel Specs and Capabilities</b>	<p>Vessel <b>must</b> be capable of staying away from port for 4 consecutive days, with sufficient stores / provisions and potable water for its crew and 2 Peace Officers.</p>		
<b>M12 Vessel Requirement</b>	<p>Vessel <b>must</b> be able to accommodate a minimum of 2 Peace Officers for the duration of the mission.</p> <p>This includes: drinking water, toilet(s), sink(s), shower and hot water.</p> <p>Drinking water onboard must meet or exceed the Guidelines for Canadian Drinking Water Quality?</p> <p><a href="https://www.canada.ca/en/health-canada/services/environmental-">https://www.canada.ca/en/health-canada/services/environmental-</a></p>		



No.	Mandatory Requirements	Meets Criteria (Yes/No)	Proposal Page No. (to be provided by bidder)
	<a href="#">workplace-health/reports-publications/water-quality/guidelines-canadian-drinking-water-quality-summary-table.html</a>		
<b>M13 Vessel Requirement</b>	Vessel <b>must</b> have a source of seawater available to wash down fishing gear and equipment.		
<b>M14 Vessel Requirement</b>	Vessel <b>must</b> provide three (3) nutritionally balanced meals each day.		
<b>M15 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a Differential Global Positioning System (DGPS) or WAAS GPS Receiver.		
<b>M16 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a Marine Grade Chart Plotter with updated electronic nautical charts for the Gulf of St Lawrence and the Quebec Lower North Shore.		
<b>M17 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a Marine Radar with a range of at least 48 nautical miles with a Heading Sensor.		
<b>M18 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a depth sounder.		
<b>M19 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a VHF/Marine radio.		
<b>M20 Vessel Requirement</b>	Vessel <b>must</b> be equipped with a marine compass as per the Canada Shipping Act with adequate mechanical, safety and electronic equipment.		
<b>M21 Vessel Requirement</b>	Vessel <b>must</b> be equipped with safe and operational fishing gear hauling devices: <ul style="list-style-type: none"> <li>a. trap hauler with crane/boom</li> <li>b. net roller / mechanisms to haul gillnets and longlines.</li> </ul>		
<b>M22 Captain Requirement</b>	Captain <b>must</b> be the holder of not less than a Limited Master Certificate (or equivalent) or if possessing the Fishing Master IV certificate must be registered for the oral test with Transport Canada to obtain and pass prior to contract award.		
<b>M23 Captain</b>	Captain <b>must</b> have at least five (5) years' experience with the proposed vessel and		



<b>No.</b>	<b>Mandatory Requirements</b>	<b>Meets Criteria (Yes/No)</b>	<b>Proposal Page No. (to be provided by bidder)</b>
<b>Requirement</b>	equipment.		
<b>M24 Captain Requirement</b>	Captain <b>must</b> be qualified to be able to give coordinates accurately in latitude and longitude to Fishery Officers via the vessel navigational equipment and be capable of doing calculations (measurements), enter waypoints in Latitude and Longitude and be able to create fishing area boundaries in the navigational equipment.		
<b>M25 Captain and Crew Requirement</b>	Captain and Crew should be good stewards of aquatic resources and not have a Criminal Record to be verified by DFO officials prior to contract award.		



## ANNEX "D" - MARINE LIABILITY INSURANCE

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