



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub, Fredericton Office
301 Bishop Drive
Fredericton, NB
E3C 2M6

March 27, 2014

Subject: Request for Proposal No. F5211-140014
Strait Of Georgia Salmon Survey Vessel Charter

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index.**

If you are interested in undertaking this project, your proposal **must be received** by the under signed on or prior to the closing date and time. You may email your bid to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca or forward it via mail or courier to:

Procurement Hub - Fredericton
Materiel and Procurement Services
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6

ATTENTION – Kim Walker
Phone: 506-452-3624

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: April 14, 2014.**

Please note that it is the practice for local couriers to deliver to the above address, if your proposal is sent from outside of the Fredericton NB area, it is your responsibility to ensure that the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

If additional information is required, you are requested to contact Fredericton Procurement Hub e-mail at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, NO LATER THAN April 10th, 2014, 2 pm (14:00 Hours) ATLANTIC TIME TO THE CONTRACT AUTHORITY AS SET OUT IN SECTION 18 OF ANNEX 1- OFFER OF SERVICES / CONTRACT FORM. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

Kimberly Walker
Senior Contracting Officer
Fredericton Procurement Hub

Attach.

APPENDICES

REQUEST FOR PROPOSAL –

Strait Of Georgia Salmon Survey Vessel Charter

- | | |
|-------------------------|--------------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Offer of Services / Contract Form |
| 3. Attachment | General Conditions – Manual Services |
| 4. Appendix "A" | Instructions to Tenderers |
| 5. Appendix "B" | Terms of Payment |
| 6. Appendix "C" | Statement of Work |
| 7. Appendix "D" | Evaluation Criteria |
| 8. Appendix "E" | Application Form |
| 9. Attachment | Envelope Template |

Bid Closing Date: April 14, 2014
Time: 2 pm (14:00 Hours) Atlantic Time
Financial Coding: 51540 810 120 xxxx 52542
Contract/File No: F5211-140014

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Strait Of Georgia Salmon Survey Vessel Charter

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

3. CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;

2. Document Attachment, Conditions" attached hereto or referenced entitled "General Conditions";
3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
5. Document marked Appendix "D", attached hereto, or referenced entitled "Evaluation Criteria";
6. Document marked Appendix "E", attached hereto, or referenced entitled "Application Form";
7. Annex 2 - Proposal.

4. SECURITY

Not Applicable

All contractors working under this contract must hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of bid closing to allow them access to Fisheries and Oceans' restricted office areas.

No sensitive information can be accessed, processed or stored at the contractor's premises

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

5. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

6. CONTRACT PERIOD

The Contract period will commence on the date of acceptance of this Offer and is to be completed by March 31, 2015.

Project work will be completed between May 12, 2014 and July 15, 2014. Environmental conditions may be a factor in the project work timeline.

7. TENDERED PRICES

7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

For the provision of all professional services, including all associated costs necessary to carry out the required work

\$_____ + GST/HST, **per day** of charter fishing for (8 - 10 days)

Total cost per day including GST/HST \$_____.

8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

9. SUBMISSION

The Contractor submits herewith the following:

- a) **ANNEX 1 OFFER OF SERVICES/CONTRACT FORM (DULY COMPLETED AND SIGNED)**
- b) **APPENDIX "C" Statement of Work;**
- c) **APPENDIX "D" Evaluation Criteria, completed and signed;**
- d) **APPENDIX "E" Application Form**
- e) **ANNEX 2 Contactors Proposals**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

10. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full

understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

11. APPROPRIATE LAW

The resulting contract shall be governed by and construed in accordance with the laws in the Province of Ontario.

12. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

13. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

14. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

15. REPLACEMENT OF PERSONNEL

15.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

15.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

15.3 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and,
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

15.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

15.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

15.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.

DATE

This _____ day of _____, 2014.

Contractor's signature _____

17. CONTRACTOR'S ADDRESS

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of Annex 1.

18. DEPARTMENTAL PERSONNEL

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

Kimberly Walker

Senior Contracting Officer | Agente principale des contrats
Procurement Hub - Fredericton | Centre d'approvisionnement - Frédéricion
Materiel and Procurement Services | Services du matériel et des acquisitions
Financial and Materiel Management Operations | Opérations financière et Gestion du Matériel

Chief Financial Officer | Dirigeant principal des finances
Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB | Fredericton N-B

E3C 2M6

Tel: (506) 452-3624

Fax: (506) 452-3676

Kimberly.walker@dfo-mpo.gc.ca

PROJECT AUTHORITY

(To be completed upon contract award)

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2014.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2014.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

**General Conditions – Manual Services (i.e. Cleaning, window washing,
snow or garbage removal, maintenance)**

Text:

- 01 Interpretation
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- 25 International Sanctions
- 26 Code of Conduct and Certifications
- 27 Harassment in the Workplace
- 28 Entire Agreement

May 1, 2012

01 Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

02 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

03 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

04 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

05 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

06 Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

07 Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for

approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

08 Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

09 Invoice Submission

1. Invoices must be submitted in the Contractor's name. 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. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does 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.

10 Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250

Manitoba 390-516-0

ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.

b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.

c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.

d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

11 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

12 Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay Interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

13 Audit

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

14 Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

15 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

16 Government Property

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

17 Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

18 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

19 Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

20 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

21 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to

complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

22 Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

23 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

24 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section,

"contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

25 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

26 Code of Conduct and Certifications

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. Furthermore, in addition to the *Code of Conduct for Procurement*, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
 - a. payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
 - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - a. either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

27 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on the Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

28 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

APPENDIX "A"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. *Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.*
- 3.2. *Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded*

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real

property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

- 11.1. Incomplete or conditional tenders will be rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

- 12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

**APPENDIX "B"
TERMS OF PAYMENT**

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 7 of the OFFER OF SERVICES/CONTRACT FORM.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of all work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

6. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

Prince Edward Island	OP-10000-250
Manitoba	390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

Quebec Sales Tax (QST)

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

7. 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:

7.1 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:

7.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

7.3 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:

7.4 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:

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

**APPENDIX “C”
STATEMENT OF WORK**

STRAIT OF GEORGIA SALMON SURVEY VESSEL CHARTER

The Pacific Biological Station, Fisheries and Oceans Canada (DFO), will be chartering a fishing vessel to conduct an integrated epipelagic ecosystem survey in the Strait of Georgia, British Columbia and associated inlets.

Vessels must be certified by Transport Canada to conduct research work. In addition to the Certification provided by Transport Canada Marine Safety, an inspection by Canadian Coast Guard officers will be conducted prior to the vessel commencing the charter.

STRAIT OF GEORGIA SALMON SURVEY (MAY 27 – JUN 12)

1. INTRODUCTION

The Pacific Biological Station, Fisheries and Oceans Canada, will require a mid-water trawl vessel for approximately 8-10 days to conduct a multi-species mid-water trawl survey in the Strait of Georgia and associated inlets (Figure 1A). This work must take place between May 27 and June 12, 2014. Total days are dependent on funding. Charter operations will begin and end in Nanaimo, B.C. (see included Proposed Itinerary)

2. SCOPE OF WORK

The early summer juvenile salmon survey will examine the distribution, stock composition (from DNA analyses), migration, food web interaction, lipid utilization, and growth of juvenile salmon in the Strait of Georgia. Oceanographic samples (zooplankton and CTD casts) will also be collected during this survey. This research is partially funded by the Southern Fund of the Pacific Salmon Commission and the focus of the work is to sample juvenile sockeye salmon from the Fraser River during their peak abundance in the Strait of Georgia.

In addition to the sampling listed above, additional sampling to assess the physiological-basis for regional variation in juvenile salmon growth and examine pathogens in juvenile salmon will be conducted. This will involve the collection of blood samples to measure the concentration of growth hormones in blood plasma, and the collection of a series of tissues to examine gene expression. These projects will require a dedicated sampling area in addition to the space normally required by DFO to collect basic biological and oceanographic data.

The department is looking for a vessel with a current Category “T” license and a skipper with a history of fishing in these regions. The vessel must have suitable power (1100 HP) available to tow a mid-water trawl at the surface at 5 knots in all-weather suitable for fishing. It is also

required that the warp drums hold sufficient warp to be able to continue the survey in the event of loss of up to 100 m of warp.

Fishing locations are predetermined by the DFO scientific authority (**Name will be provided upon contract award**).

The vessel must be equipped with the following electronic gear:

Required Equipment	Additional Points will be awarded
VHF Radio	Network
Net mensuration gear	Spare transducer for QTC
Satellite phone	Trawl eye
Sounder	Sorting Table (bin style)
GPS	
Radar	
Charting software	

The vessel skipper must be currently active with at least 5 years commercial trawl fishing experience in region in the past 10 years. The crew must be experienced in the trawl fishery. The vessel captain must have demonstrated experience in the waters outlined in this proposal and be familiar with the seasonal, diurnal and tidal distributions of fish in the area.

Vessels submitting bids must possess valid Transport Canada inspection certificate, have a valid Category “T” fishing license and must complete the Charter Vessel Application Form provided (see attached).

DFO shall provide scientific personnel. The Charter Vessel is responsible for providing all other necessary fishing gear, electronics and equipment identified in this Statement of Work.

3. STRAIT OF GEORGIA SALMON SURVEY ITINERARY OUTLINE

Date	Activity
June 1, 2014	Charter vessel arrives PBS - Nanaimo, Loads midwater research trawls and scientific equipment, science staff embark, all vessel electronics tested.
June 2,11, 2014	Charter begins - Fish Nanaimo to Malaspina Strait. CTDs and Bongo tows at specific locations.
June 3, 2014	Fishing Malaspina Strait. CTDs and Bongo tows at specific locations.
June 4-5, 2014	Fishing transect legs north of Texada Island and eastern Discovery Islands. CTDs and Bongo tows at specific locations.
June 6-7 2014	Fishing transect legs south from Comox to Nanoose Bay. CTDs and Bongo tows at specific locations.
June 8-9, 2014	Fishing transects Nanaimo to Fraser and Fraser River plume region
June 10, 2014	Completing southern transect and fishing in southern Gulf Islands
June 11, 2014	Completing any missed sets. Return to PBS after fishing operations
June 12, 2014	Offload gear, samples and science staff in Nanaimo (not a chargeable day – gear can be offloaded the previous the night if required)

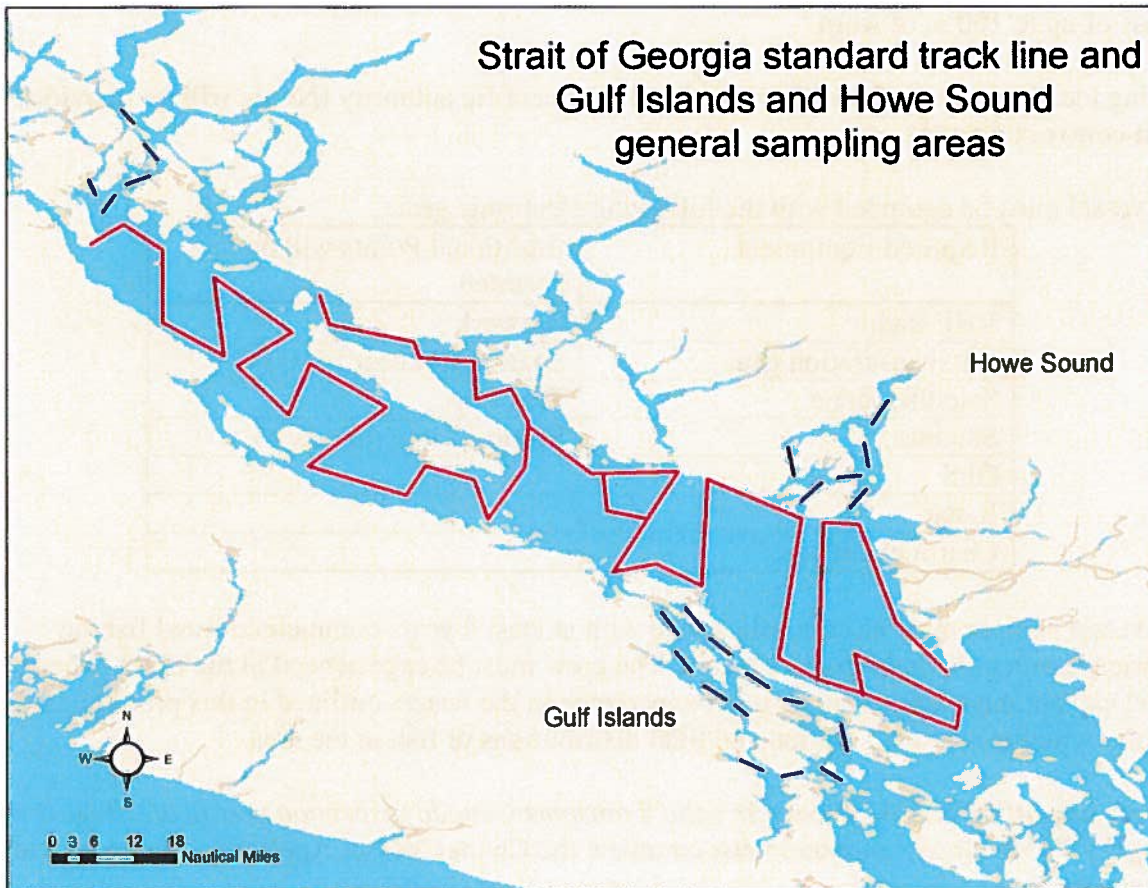


Figure 1A. Tentative survey stations for Strait of Georgia Salmon summer survey (June 1 -12, 2014). Actual set locations will be determined by the scientific authority.

4. DESCRIPTION OF FISHING GEAR

1. DFO will provide the following:

- a model 250 mid-water trawl with all required rigging for the trawl operations.
- ground lines, bridles, sweeps, cod ends, cod end liner and any replacement web required for the net and liner.

2. The chartered Vessel will provide the following:

- The chartered vessel will provide appropriate trawl doors for surface trawling (USA Jet P doors or equivalent). The chartered vessel must be capable of towing the mid-water trawl at the surface with 150 - 200 m of main warp deployed at a continuous speed of 9.3 km/hr or 5 kts under "normal" sea conditions.
- The Charter vessel will load trawl net and supplies prior to survey commencing (from Nanaimo).
- The Charter Vessel must maintain the condition and quality of the net, warps, doors and gear.

- Furthermore, the Charter Vessel agrees to allow for independent inspection of the net, warps, doors and gear to ensure they continue to meet the required specifications. In the event of damage to the net, it shall be restored to its original dimensions (this means that every damaged mesh must be mended to the same standards as the undamaged mesh).
- The Charter Vessel will also provide plotting software and a computer to record the locations and to map the tracks of each tow made during the charter.

5. GENERAL REQUIREMENTS

The deployment of the gear (with respect to the door spread, wingspread, contact of the foot rope with the bottom and tow speed) must be monitored electronically for each research tow. Therefore, the Charter Vessel must provide electronic gear monitoring equipment, including door spread sensor, wingspread sensor, depth sensor, headline/height sensor, temperature sensor and cod end catch sensor.

It is important that the net configuration be maintained at design specification throughout the survey to ensure comparability between years and areas. All set durations will be a maximum of 30 minutes at 5.0 knots at the surface. Sets conducted at lower depths will maintain high towing speeds. Fishing for survey purposes will be carried out during daylight hours (06:00 – 19:00), but some fishing at night may be necessary.

It is a condition of this charter that the Charter Vessel shall provide meals and accommodations for a minimum of six (6) scientific personnel selected by DFO to carry out data collection and sampling requirements on board the Charter Vessel. It is required that the Charter Vessel crew assist the research personnel with all data collection and sampling during the charter.

A minimum freezing capacity of 100 cu ft will be required for archiving fish and oceanographic samples. The vessel must provide a level suitable working area for separating the catch by species, weighing the individual species catches, measuring sampled fish, and collecting fish tissues. The vessel must provide adequate deck lighting for biological sampling done during non-daylight hours and have 110 v AC power available on deck to run electronic scales and additional freezers (-80 C). A covered workspace is mandatory, in addition to fans to maintain safe working temperatures in summer heat.

A significant number of CTD casts and vertical BONGO plankton tows are to be completed at selected sites and times, as determined by the scientific authority.

The primary purpose of the survey is to execute the survey tows according to the specified protocol identified by the Scientific Authority. Included in this requirement is the sampling of the catch for numbers, weight and biological characteristics of all specified fish and invertebrate species. The objectives of the survey can only be met if the survey is conducted according to the specified protocol. Subsequently, the charter may be cancelled at any time by the Scientific Authority if s/he believes the objectives are being compromised.

6. VESSEL REQUIREMENTS

1. The Vessel must be seaworthy;
2. Minimum overall length—27.4 m (90 ft);
3. The Vessel engine must be in good running order;
 - a. Minimum continuous horsepower output from main engine—1100hp;
 - b. Vessel must be able to tow the standard surface trawl, a model 250 mid-water rope trawl, at the surface at a continuous speed of 9.3 km/hr (5 kts) for 30 minutes under normal sea conditions. For sets at depth, high trawl speed is still required.
 - c. Vessel must be able to maintain a minimum cruising speed of at least 16.8 km/hr (9 kts) in low sea states.
 - d. Vessel must have fuel capacity for approximately 21 days of continuous fishing operations.
4. All gear and equipment must be in good repair. Completely rigged for trawling to including:
 - a. A stern ramp and gallows or gantry.
 - b. Split trawl winches with a minimum of 1,250 m (680 fm) of at least 1.6 cm (7/8-in) diameter or larger trawl cable in good condition on each drum and the ability to retrieve the research trawl at the minimum rate of 61 m (200 ft) per minute.
5. The vessel must be equipped with a side- or stern-mounted winch for CTD (Conductivity, Temperature and Depth recorders) and BONGO (Plankton) casts. CTD and BONGO casts are to either 250m (CTD max), 150m (BONGO max), or to within 10 m of the bottom in shallower waters. It is essential that the winning vessel be equipped with a side- or stern-mounted winch for CTD and BONGO casts. The winning vessel must also supply personnel (minimum of 1) to assist in these operations. If no additional drum or winch is available, one must be installed prior to starting the survey.
6. If no adequate conveyor system is available, a deck area which can accommodate sampling equipment including a 2m x 2m (6 ft x 6 ft) sorting table for working on catches and obtaining biological data. The work area should allow the sorting table to be positioned so that all four sides of the table can be used to conduct work; and so that there is easy access to scuppers to discard catch. On deck work area(s) should be clear of running gear, equipment, vertical obstructions (i.e. hatch combings) and stowage.
7. A protected area on deck such as a covered shelter deck or bait shed where two sampling tables of at least 1.4m x 3.0m (4 x 10 ft) can be set up for collection of biological data (total required sampling area: 1.4m x 6.0m).
8. Electric power (110/115 V.A.C.) outlet near on-deck work area. This may be a temporary installation, if necessary.

9. Dry storage area of at least 5.4 m³ (190 cu ft) in the main house for holding scientific supplies.
10. Seawater deck-hose for use in plankton sample collection, cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck and ideally will have variable pressure settings (less pressure for sampling work, high pressure for cleaning).
11. Crane capable of lifting 5 mt (5.5 t) for handling catches and fishing and sampling gear. Crane system must be capable of vertically raising and lowering codend anywhere along centreline of working deck. A suitable conveyor system can provide an alternative.
12. Access to and use of a suitable chart table.
13. A suitable dedicated dry counter work space at least 0.6 X 2.4 m (2 X 4 ft) with adjacent 110/115 volts power outlets on the bridge for installation of Government-supplied personal computers, printer, GPS and trawl mensuration electronics.
14. A minimum of 2.8 m³ (100 cu ft) of freezer storage exclusive of space for ship's stores for stowing scientific samples and supplies. Freezer space must be reasonably and safely available from the deck and must be continuously available to the scientific party.
15. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for 10 people for at least 2 weeks.
16. Vessel must be ballasted to maintain sea-kindliness during the charter. Fuel oil considered as ballast should not be considered in the vessel's fuel-endurance estimation.
17. Clean and sanitary accommodations for crew and scientific field party (minimum of 6 observers/scientists) which will include female personnel. Points will be awarded to vessels which can provide private accommodation for female staff. Bunk areas shall contain at least one drawer or closet per occupant for storage of clothing and personal gear.
18. Clean mattresses with clean fitted covers for the scientific field party.
19. Work spaces, berthing, and galley spaces shall be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
20. A minimum of one head and one shower shall be available to the scientific field party. Additional heads/showers available to the scientific field party are preferable. Facilities will be separate from the living quarters. Soap, toilet paper and paper towels shall be provided by the vessel.

21. The vessel shall have been actively used for commercial trawling or research where trawl gear was used in the past 12 months.
22. Desired but not essential: Hydraulic crane with a minimum capacity of 7.25 mt (8 tons) and an ability to extend to 3 m (10 ft) beyond the side of the vessel.

7. ELECTRONIC EQUIPMENT REQUIREMENTS

1. Radios:
 - a. VHF two sets.
 - b. Two single side-band units with one being synthesized in the 2-18 MHZ range.
 - c. A system for switching to battery power for radio operation in the event of interruption of the normal power supply.
2. Plotter (flatbed and/or CRT) with capability of plotting input from GPS.
3. GPS (Global Positioning System)—a minimum of two units with at least six channel, sequential capability to track satellites.
4. Radar—2 units with a minimum range of 77.2 km (48 miles).
5. Depth sounders: Color scope unit with minimum range of 500 m (250 fm) and operating in the 38-50 kHz range plus a backup unit.
6. Inmarsat C with e-mail capability for sending and receiving messages and a cellular telephone.
7. Net Mensuration - the Charter Vessel must provide electronic gear monitoring equipment, including door spread sensor, wingspread sensor, depth sensor, headline/height sensor, temperature sensor and codend catch sensor.

8. CREW REQUIREMENTS

1. The minimum crew shall consist of Captain, lead-fisher, engineer-fisher, and cook-fisher. ****Any changes to proposed crew must be substituted with crew of comparable experience and must be approved by Project Authority prior to start of charter.****
2. The Captain shall have a minimum of five (5) years of trawl fishing experience as master of a comparable-sized trawler in British Columbia west coast waters and at least five (5) year's total fishing experience as a master.
3. The Captain shall be competent in the use of modern navigational and fish-detecting equipment and be skilled in rigging and repairing trawls.

4. The lead fisher shall have a minimum of five (5) years' experience in trawl fishing and in building, rigging, repairing, and operating trawls.
5. The engineer-fisher, and cook fisher shall have a minimum of two (2) years' experience in trawl fishing and assist in trawl gear repair.
6. In addition to the required fishing experience, the cook-fisher shall have a minimum of two (2) years' experience in the planning and preparation of three daily meals for a group of at least 10 people.
7. Experience in the conduct of research surveys is desirable for the Captain and lead fisher, though not required.
8. Bidders shall submit a statement documenting pertinent employment experience for each crew member for at least the past three (3) years.

9. SCIENTIFIC PERSONNEL

1. The scientific field party shall consist of a minimum of 6 individuals, both males and females. Overnight accommodation for at least 6 people is necessary.
2. One scientific representative will be designated Chief Survey Scientist (DFO Staff). That person will be responsible for implementation of the Cruise Plan, compliance with the charter terms, disposition of catches and the conduct and performance of scientific personnel aboard the vessel.
3. Scientific personnel will provide their own bedding (except those items specified vessel requirements #18 above) and towels.

10. OPERATING PROCEDURES

1. The Contractor shall provide three (3) nutritionally balanced meals each charter day. Meal times will be coordinated with the Chief Survey Scientist to accommodate both the need to complete sampling work and the time required to prepare meals by the cook. Meals will be provided by the vessel for the resident field party during all charter days including in-port days.
2. Workday length and hours will be determined by the Chief Survey Scientist in consultation with the Captain. The decision will be based on the type of activity expected (in-port preparations, running, fishing, jogging, etc.) as well as on prevailing weather conditions and the Cruise Plan. The length of working days will range from 12-18 hours. A typical workday will last about 12 hours, although some days will run longer, beginning as early as 0600 hrs with setting the first haul for the day. The workday for the vessel crew will likely exceed that of the scientific field party, since

they will normally be required to conduct a wheel/anchor watch at night while the vessel runs to the next station or anchorage after completion of the sampling day, drifts, lies at anchor, or runs to the first station early in the morning, or conduct night-time CTDs. The Chief Survey Scientist has the final authority except in matters relating to safety of the vessel and all personnel on board.

3. The Chief Survey Scientist and Captain will meet a minimum of twice a day to discuss survey operations and resolve any problems which occur. A meeting should occur at the start of the day before fishing operations begin to discuss the planned activities for the day and at the end of the day to review the work completed that day and any problems which occur.
4. The Chief Survey Scientist and Captain will work together to resolve all problems which occur regarding the survey. In the event they are unable to resolve any problem which has the potential for invalidating the survey or threatens the safety of the field party, the Chief Survey Scientist will direct the vessel to return to port where an acceptable solution will be arranged or the charter will be terminated. The vessel will be off charter if required to return to port and will remain off charter until the problem has been resolved and the vessel has returned to the survey area.
5. The crew, when not required by the Captain for vessel operations, shall assist the scientific field party in sorting the catch and obtaining biological data; the master may be asked to assist scientific personnel with navigational and fishing record keeping.
6. The Contractor is responsible for removing all "gilled" fish from the trawl net following each haul; this will eliminate contamination of catches.
7. At the end of the charter the Contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, crabs, seaweed, etc. and towing behind the vessel until free of any biological material. All nets will be neatly stacked and baled securely with rope. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Survey Scientist to help prevent damage or loss of scientific gear and equipment. Specific safety procedures may be presented in writing to the Captain by the Chief Survey Scientist. Repair or replacement costs may be deducted from charter payments if loss or damage to scientific equipment is the result of negligent disregard of such instructions and procedures.
8. All equipment and gear specified within statement of work, including that listed by the Contractor in the Charter Vessel Application Form portion of the proposal and that which is not specified but is necessary to the safe and continued operation of the vessel shall be operational at the beginning of the charter and maintained in working order throughout the duration of the charter.
9. The Contractor shall provide for all operating expenses of the vessel.

11. SAFETY

1. The vessel Captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and Rules of the Road whether it be while towing, running, drifting, or when at anchor. The Captain shall review safety procedures and equipment with the scientific party at the beginning of each cruise leg.
2. The Contractor shall provide Coast Guard-approved life jackets and immersion suits for **all** personnel aboard.
3. A Category I 406 MHZ EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the Canadian Coast Guard.
4. Points will be given for at least one crew member having first aid or MED (marine emergency duties) A1, B1 or B2.

12. POST-AWARD AND POST-SURVEY MEETINGS

1. Upon award of contract and prior to the start of the charter, a post-award meeting will be held to discuss issues relating to the charter and survey. The vessel manager, all vessel Captains participating in the charter, and the crewmember who has primary responsibility for mending and maintenance of the research nets are required to attend the meeting. The date and time of the meeting will be scheduled by the DFO Scientific Authority and Vessel Manager upon award of the contract.
2. After completion of the survey, a post-survey debriefing will be held. The purpose of the debriefing is to provide the charter operator an evaluation of the performance of the vessel and crew during the charter. At a minimum, the vessel manager is required to attend the debriefing. The date and time of the meeting will be scheduled by DFO Scientific Authority and Vessel Manager upon completion of the survey.
3. The Chief Scientist will complete a "Post Cruise Report" prior to or shortly after departure from the Vessel. Post Cruise Reports assist in filling in communication gaps and improving services. Reports will be forwarded to the ROC for Distribution and will be made available to the Charter Vessel.

13. DELIVERABLES

The contract will be considered complete when the contractor has performed the tasks required as per the statement of work with the approval of the DFO Scientific Authority.

14. INSURANCE

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, 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 as represented by the Minister of Fisheries and Oceans.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
 - e. 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

4. 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.

15. ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.

3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

APPENDIX "D"
EVALUATION CRITERIA

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

The proposal should contain a statement of the name under which the Charter is legally incorporated and a statement of the Canadian or foreign ownership of the firm, if applicable.

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the Contractor lacks adequate administrative and coordinating experience for the survey, or if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Bids will be evaluated based on the information provided in the proposal, the completed Charter Vessel Application Form, and any necessary inspections.

MANDATORY REQUIREMENTS:

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

No.	Mandatory Criteria	Meets Criteria (✓)
M1	Current and valid Transport Canada inspection certificate and current and valid Category "T" fishing license. Provide copies of certificates.	
M2	Continuous horsepower output from main engine identified. (minimum requirement 1100hp) Vessels must meet minimum HP and capability of towing net at 5knots)	
M3	Proposed Crew and Experience Bidders will demonstrate who will be part of the crew, giving names and their position or responsibilities. Details related to their experience and types of activities are required in order to demonstrate that the crew meets the minimum requirements as indicated in Statement of Work.	
M4	Demonstrate experience of Captain - minimum requirement for trawl fishing experience	

	as master of comparable sized trawler is 5 years - minimum requirement for total fishing experience as master is 5 years	
M5	Statement documenting pertinent employment experience for each crew member for at least the past three (3) years.	

RATED REQUIREMENTS:

<p>R1 Suitability of Vessel (30 points) Demonstrate how vessel will meet requirements as indicated in Statement of Work. Assessment will be based on details provided within proposal and may include inspection of vessel.</p> <p>R2 Captain Experience (20 points) Demonstrate experience in protocols for juvenile Salmon surveying including knowledge of waters in survey area, experience conducting scientific surveys including fishing specific track lines , fishing targeted depths, and fishing at specified speeds for set duration, and handling of biological specimens</p> <p>R3 Additional Preferences (15 points) a) Specialized on-board research equipment, including bin table for sorting b) Private accommodations possible for female and male staff c) Crew member with first aid or MED (marine emergency duties) A1, B1, or B2? d) Hydraulic crane with a minimum capacity of 7.25 mt (8 tons) and an ability to extend to 3 m (10 ft) beyond the side of the vessel?</p>	<p>R1 Suitability Considerations</p> <p>R2 Captain Experience</p> <p>R3 Additional Preferences</p>
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Total points (R1, R2, R3,): 65 points max (25 points minimum.

BASIS OF SELECTION:

A vessel inspection may take place after bid closing of those vessels having met the Mandatory Criteria.

All Bidders that have met the Mandatory Requirements and achieved the minimum points score on the point Rated Criteria are considered to be equally qualified. At which time the lowest price bid will then be recommended for award.

APPENDIX 'E'
Charter Vessel Application Form
F5211-140014

The M.V. _____ CFV # _____ is hereby offered for charter by the undersigned upon the terms and conditions as indicated within Statement of Work and below:

1. OWNER(S)

Name(s)	Address	Phone

2. CAPTAIN

Name	Address	Phone

Experience in the Strait of Georgia	Experience Surface Trawling
as Master	
as Crew	

3. VESSEL COOK and FISHING CREW

Name	Address	Phone

Experience as Vessel Cook or Crew	Experience Trawling
as Cook	
as Crew	
as Crew	
as Crew	

Name of Certified Crew Member with Med A1, B1, and B2 Certification

 Name, address and phone number.

LOCATION OF VESSEL (for inspection): _____.

***Master must be present at time of inspection.**

4. DESCRIPTION OF VESSEL:

Register number		Fuel consumption	
Length		Year constructed	
Beam		Construction material	
Draft		Number of crew (include skipper)	
Gross tonnage		Berths (crew/science staff)	
Registered tonnage		Freezer vessel (yes/no)	
Name and engine type		Trawl Door Make and Model Size	
Engine horsepower		Immersion Suits (qty)	
Fuel capacity		Carrying capacity (tons)	
Cruising speed		Freezing capacity for samples (cubic feet)	
Electrical power			

5. DATE OF MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION:

Date _____

(BIDDER MUST ALSO SUBMIT A COPY OF MOST CURRENT SAFETY INSPECTION CERTIFICATE)

6. ELECTRONIC NAVIGATION/FISH DETECTION EQUIPMENT:

Equipment	Make	Model
Echo sounders		
Radar		
Radios		
GPS/Plotter		
Net Mensuration		
Additional		

BID FORM

The Charter Vessel shall pay for the vessel and crew time in addition to all the costs associated with providing the necessary gear, electronics, equipment and fuel, etc. identified in the Statement of Work.

The following vessel and bid is offered for charter **F5211-140014**

Vessel Name: _____

\$_____ + GST/HST, **per day** of charter fishing for (8 - 10 days)

Total cost per day including GST/HST \$_____.

Signature of Registered owner(s): _____

Date: _____

The name and address of your firm

XX
XX
XX
XX
XX

Request for Proposal Number F5211-140014

STRAIT OF GEORGIA SALMON SURVEY VESSEL CHARTER

Due Date: April 14th, 2014
2:00 pm (14:00 hours) Atlantic Time

BID/PROPOSAL

**Tender Reception,
Fisheries and Oceans, Procurement Hub
301 Bishop Drive
Fredericton, NB
E3C 2M6**

**ATTENTION
Kim Walker
Senior Contracting Officer
Fredericton Procurement Hub
Fisheries and Oceans Canada
Phone: 506-452-3624**

