



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Matériel and Procurement Services
Station 9W088, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

Your file *Votre référence*

Our file *FP802-140007*

May 23, 2014

Subject: Request for Proposal No. FP802-140007
 Lower Fraser Area Charter Patrol Services

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The required services are to be performed during the period commencing upon contract award and are to be completed by **March 31, 2015** with an option to extend the contract for two (2) additional one (1) year period as detailed in the Statement of Work.

Option to extend the Contract:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

If you are interested in undertaking this project, your electronic proposal clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours** (2:00 p.m.) Eastern Daylight Time (EDT) on **July 7, 2014**.

Security Requirement:

The Contractor's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC effective on the date on contract award.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at (604) 666-0018.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "F-1" (Confirmation of Security Status) attached hereto as Appendix "F", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

Proposals in response to this Request for Proposals shall be comprised of three (3) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy
- b) **CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy
- c) **CONTENT: VOLUME 3 – CERTIFICATIONS (ATTACHED AT APPENDIX C-1) (MANDATORY)** – one (1) electronic copy

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Section I: Technical Proposal (with no reference to price)

PROPOSAL-ANNEX2

Your proposal must include:

1. An indication of an understanding of the requirement and objectives of the project;
2. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;
3. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;

Section II: Financial Proposal

1. A breakdown of the costs tendered in Annex B – Basis of Payment, including a breakdown of the Professional Services and Associated Costs, which indicates the per diem rates (inclusive of overhead and profit) and the number of days assigned; associated costs including, but not limited to, travel and accommodation costs, long distance charges, reproduction costs, courier services, etc.

Section III: Certifications

1. Certifications attached hereto as Appendix “C-1” signed and dated.

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "E".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

If additional information is required, you are requested to contact Jianna-Lee Zomer, Senior Contracting Officer, NCR Materiel Management at (613) 993-4484 or by email at jianna-lee.zomer@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, NO LATER THAN JUNE 25, 2014, 11:00 a.m. EASTERN DAYLIGHT TIME (EDT) TO THE CONTRACT AUTHORITY. 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,

Jianna-Lee Zomer
Senior Contracting Officer,
NCR, Materiel Management

Attach.

APPENDICES

**REQUEST FOR PROPOSAL -
LOWER FRASER AREA CHARTER PATROL SERVICES**

- | | |
|-------------------------|-------------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Resulting Contract Clauses |
| 3. Appendix "A" | General Conditions |
| 4. Appendix "B" | Basis of Payment |
| 5. Appendix "C" | Vessel Information Form |
| 6. Appendix "D" | Skipper Information Form |
| 7. Appendix "E" | Evaluation Criteria |
| 8. Appendix "F" | Statement of Work |
| 9. Appendix "G" | Certifications |
| 10. Appendix "H" | Proposal Instructions |
| 11. Appendix "I" | Personnel Identification Form (PIF) |

Bid Closing Date: July 7 2014
Time: 14:00 Hours (2:00p.m.)
Eastern Daylight Time (EDT)
RFP File No: FP802-140007

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

LOWER FRASER AREA CHARTER PATROL SERVICES

1. CONTRACT PERIOD

The required services are to be performed during the period commencing upon contract award and are to be completed by **March 31, 2015** with an option to extend the contract for two (2) additional one (1) year periods as detailed in the Statement of Work

OPTION TO EXTEND THE CONTRACT:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

2. SECURITY CLEARANCE

The Contractor's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC effective on the date on contract award.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at (604) 666-0018.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "F-1" (Confirmation of Security Status) attached hereto as Appendix "F", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

3. REPLACEMENT PERSONNEL

- 3.1 The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 3.2 Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:
- 3.2.1 The reason for the removal of the named person from the project;
- 3.2.2 The name of the proposed replacement;
- 3.2.3 An outline of the qualifications and experience of the proposed replacement;
- 3.2.4 An accepted security clearance certificate, if applicable.
- 3.3 The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 3.4 Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.

4. CRIMINAL CODE OF CANADA

4.1 The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty.

4.2 It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty,

from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.

5. INSPECTION/ACCEPTANCE

5.1 All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction.

6. AUTHORITIES

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Jianna-Lee Zomer
Title: Senior Contracting Officer
Organization: Department of Fisheries and Oceans
Address: 200 Kent Street, Station 9W088
Telephone: (613) 993-4484
Facsimile: (613) 991-1297
E-mail address: jianna-lee.zomer@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.

(b) Technical Authority (To be provided at time of Contract award)

The Technical Authority for the Contract is:

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

The Technical 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 Technical Authority; however, the Technical 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.

(c) Contractor's Representative (To be provided at time of Contract award)

The Contractor's Representative for the Contract is:

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

7. CONDUCT OF THE WORK

7.1 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.

7.2 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.

7.3 The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

7.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at no cost to Canada.

7.5 Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 37, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

7.7 The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

7.8 The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

8. SUSPENSION OF THE WORK

- 8.1** 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 for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 38 or section 39.
- 8.2** When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 8.3** When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

9. DISPUTE RESOLUTION

- 9.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under the Agreement:
- (a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
 - (b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - (c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
- 9.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.

- 9.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
- 9.4** The fees mentioned in subsection 3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
- 9.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
- 9.6** Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 9.7** If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.
- 9.8** If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental Mediation procedures shall be used unless the parties agree otherwise.
- 9.9** Negotiations conducted under the Agreement, including those conducted during Mediation, shall be without prejudice.

10. CONFIDENTIALITY

- 10.1** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 10.2** Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 10.3** The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any

source that is known to be under an obligation to the other Party not to disclose the information, or

(c) is developed by a Party without use of the information of the other Party.

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.

APPENDIX A

**DEPARTMENT OF FISHERIES AND OCEANS
LOWER FRASER CHARTER PATROL SERVICES**

GENERAL CONDITIONS

1. IN THE CONTRACT,

- 1.1** “Award Date” means the date of the award of the Contract by the Department to the Contractor.
- 1.2** "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3** “Contractor” means the vendor and any other party to the Contract other than Her Majesty.
- 1.4** “General Conditions” means this document as amended from time to time.
- 1.5** “Intellectual Property” means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6** “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7** "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8** “Per Diem” means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9** “Person” includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10** “Prototypes” includes models, patterns and samples.

- 1.11** “Technical Documentation” includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.12** “Work”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the Contract.
- 1.13** The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14** A cross reference to a section number is a reference to all its sub-sections.
- 1.15** Words in the singular include the plural and words in the plural include the singular.
- 1.16** Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

- 2.1** In the event of discrepancies or conflicts between these General Conditions and anything in the other documents that together form the Contract, these General Conditions govern except that if there is a conflict between these General Conditions and the Articles of Agreement, the Offer of Services, or such similar document, then the Articles of Agreement, the Offer of Services, or such similar document, whichever may be the case, shall govern.

3. SUCCESSORS AND ASSIGNS

- 3.1** The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1** The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2** No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3** Any assignment by the Minister of Her Majesty’s interest in the Contract shall include the novation of the Minister’s assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.

4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

5.1 Time is of the essence of the Contract and every part thereof, except as may be otherwise provided.

6. FORCE MAJEURE

6.1 A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that:

6.1.1 was beyond the reasonable control of the Contractor;

6.1.2 could not have reasonably been foreseen;

6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and

6.1.4 occurred without the fault or neglect of the Contractor,

may, subject to subsections 6.2, 6.3 and 6.4 constitute an “excusable delay” provided that the Contractor invokes this subsection by giving notice pursuant to subsection 6.4.

6.2 If any delay in the Contractor’s performance of any obligation under the Contract is caused by delay of a subcontractor, such a delay may constitute an “excusable delay” by the Contractor, only if the delay of the subcontractor meets the criteria for an “excusable delay” by the Contractor pursuant to this section and only to the extent that the Contractor has not contributed to the delay.

6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”

6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:

6.4.1 used its best efforts to minimize the delay and recover lost time;

6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;

6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to

the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and

6.4.4 carried out the work-around-plan approved by the Minister.

6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.

6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them 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 gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.

6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

7. INDEMNIFICATION

7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:

7.1.1 any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s employees or agents in performing the Work or as a result of the Work;

7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and

7.1.3 the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor’s obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

7.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty's other rights.

8. NOTICES

8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail, facsimile or other electronic means that provides a paper record of the text of the notice and confirmation of its receipt by the person at the address stipulated in the Contract. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, on the date upon which the postal receipt is signed by the recipient; if by facsimile or other electronic means, on the date on which it was successfully transmitted, and if in person, on the date of delivery.

9. TERMINATION FOR CONVENIENCE

9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.

9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:

9.2.1 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 and in compliance with the instructions contained in the termination notice;

9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and

9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.

- 9.3** The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4** Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5** In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6** The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 10.1** The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 10.1.1** the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
 - 10.1.2** the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2** If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.
- 10.3** Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered

and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.

- 10.4** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5** If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be governed by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

- 11.1** The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2** The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3** The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4** The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 12.1** It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2** It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.
- 12.3** It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. CONTRACTOR STATUS

- 13.1** This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2** The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3** The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4** The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been

taken into consideration and included in the Contractor's rates of payment specified in the Contract.

14. WARRANTY BY CONTRACTOR

- 14.1** The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.
- 14.2** The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

- 15.1** No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise there from.

16. AMENDMENTS AND WAIVER

- 16.1** No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.
- 16.2** No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

17. HARASSMENT IN THE WORKPLACE

- 17.1** The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address:
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.
- 17.2** The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3** The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.

- 17.4** The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5** The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.
- 17.6** Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7** If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8** If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9** The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10** The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1** Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2** Unless instructed otherwise under the supplementary conditions, all right, title and interest relating to Intellectual Property conceived or developed in performing the work under the Contract shall vest in and remain the property of the Contractor except that if the Contractor independently declares that it has no intention or capability of commercially exploiting the said Intellectual Property, the ownership of such Intellectual Property shall vest in Canada.
- 18.3** The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall

authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. PAYMENT BY THE MINISTER

19.1 Applicable when the Terms of Payment specify PROGRESS Payments.

19.1.1 Payment by the Minister to the Contractor for the Work shall be made:

- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
- ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed,

Whichever is later.

19.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

19.2 Applicable when the Terms of Payment specify payment on COMPLETION.

19.2.1 Payment by the Minister to the Contractor for the Work shall be made within:

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or
- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

19.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the

Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 For the purposes of this Section:

“Average Rate” means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes 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 of Canada and given for payment of an amount due and payable;

“Due and payable” means an amount due and payable in accordance with the Contract; and

“Overdue” means an amount that is unpaid on the first day following the day upon which it is due and payable.

20.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

20.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

20.4 The Minister shall not be liable to pay interest on overdue advance payments.

21. SCHEDULE AND LOCATION OF WORK

21.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

21.2 If the Work is performed at locations other than DFO’s offices, the time schedule and location of Work shall be in accordance with the Contract.

22. MINISTER’S RESPONSIBILITIES

22.1 The Minister will provide support, guidance, direction, instruction, acceptances,

decisions and information as required under the Contract.

23. CERTIFICATION - CONTINGENCY FEES

- 23.1** The Contractor certifies that it has not directly or indirectly paid, and covenants 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 a person acting in the normal course of the person's duties for which a contingency fee is paid.
- 23.2** All accounts and records pertaining to payments of such contingency fees shall be subject to this section.
- 23.3** If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.
- 23.4** In this section:
- 23.4.1** "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;
- 23.4.2** "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

24. PRICE CERTIFICATION

- 24.1** The Contractor certifies that the price/rate shown in the Contract has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include any provision for discounts or commissions to selling agents.
- Section 24 is applicable only in sole source contracting situations.*

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

- 25.1** It is a term of the Contract that:
- 25.1.1** The Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not

limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. INTERNATIONAL SANCTIONS

26.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

26.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.

26.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

27. OFFICIAL LANGUAGES

27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

28. ENTIRE AGREEMENT

28.1 This Contract constitutes the entire agreement between the parties respecting the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are expressly incorporated by reference into the Contract.

29. ENVIRONMENTAL CONSIDERATIONS

29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk

where appropriate.

- 29.2** Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 29.3** Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 28.4** Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 29.5** Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 29.6** Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.

30. HEALTH AND SAFETY

- 30.1** The Contractor shall be responsible for the health and safety of all persons involved in the performance of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 31.1** The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada under the Contract. The Contractor shall not disclose any such information to any

person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.

- 31.2** Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 31.3** The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 31.4** Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. **FP802-140007**, and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 31.5** When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 31.6** Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

30.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

32. THE CODE OF CONDUCT FOR PROCUREMENT

32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

32.2 For further information, the Contractor may refer to the following PWGSC site :
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

33. All vessels used under this contract shall be mechanically sound in all respects, completely sea-worthy and Comply with all Provincial Government and Federal Department of Transport Regulations.

34. Life jackets shall be in a readily accessible position at all times in the event of emergency.

35. If any member of the crew is found under the influence of intoxicants or drugs while on duty it shall be cause for termination of the Agreement.

36. The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out the work.

37. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part of the work not completed.

All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the contract and for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's cost as determined under the provisions of the contract and in addition, an amount representing a fair and reasonable fee in respect of such work.

38. Her Majesty shall not be liable in any manner for the loss of or injury to said vessel, machinery or equipment, or for damages therefor, resulting from any cause whatsoever.

39. If, through any defects in the engine or hull or for any other similar cause, the said vessel is disabled or is not in running order, for any period of time, Her Majesty shall not be liable for payment for the hire of the said vessel during such time.
40. If the said vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, the Agreement may thereupon be terminated at Her Majesty's sole discretion.
41. If the particulars furnished by the Owner and set out in this Agreement or in the tender for letting are incorrect or misleading, Her Majesty may, in her discretion, declare this Agreement to be null and void and Her Majesty shall thereupon be relieved of all liabilities in connection therewith or with the said vessel.
42. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefits to arise therefrom.
43. It is a term of the Offer:
 - a. That no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Agreement.

AND

- b. That during the term of the Agreement any person engaged in the course of carrying out this Agreement shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the Agreement that would the cause a conflict or seem to cause a departure from the principles, the Contractor shall declare immediately to the Departmental Representative.
44. The Contractor shall indemnify and save harmless, Her Majesty, from and against all Claims, actions, causes of action, loss, damages, expenses and costs, whatsoever, made by any person or otherwise, from Agreement or any instructions given pursuant or ancillary thereto.
45. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement.
46. The Contractor confirms that it has not, nor has any person on its behalf, given promised or offered to any official or employee of Her Majesty for or with a view to obtain this Agreement, any bribe, gift or other inducement and that it has not nor has any person on its behalf, employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee.

47. Time is of the essence of this Agreement.
48. This Agreement may not be assigned by the Contractor without the prior consent of the Minister of Fisheries and Oceans.
49. The Contractor acknowledges and agrees that this Agreement shall in no way replace, substitute or derogate from any of the rights powers of Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
50. If a provision or term or condition of this Agreement is wholly or partially invalid, this Agreement shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement.
51. The Contractor shall permit Her Majesty all access and egress that is requested by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and condition of this Agreement.
52. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement.
53. The Owner covenants and agrees to furnish all necessary equipment for the work which the vessel will be engaged and to pay for all necessary repairs, renewals and maintenance, on the said vessel while under the terms and conditions of this Agreement and to provide and pay for insurance on the said vessel as outlined in the Request for Proposal document.
54. Her Majesty will assume all cost for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (i.e., dipped), upon commencement of Agreement.
55. The crew of the said vessel shall be employed by the Owner and the wages and applicable Unemployment Insurance, Worker's Compensation, Income Tax and Canada Pension Plan for such crew shall be paid or deducted by the Owner.
56. In the event that the Contractor breaches any term of condition of this Agreement, then Her Majesty may, without prior notice and at Her discretion, immediately terminate this Agreement.
57. Notwithstanding any other provision, the payment by Canada of any monies pursuant to or arising from the offer herein is subject to there being an appropriation for such money for the fiscal year in which any commitment would come in the course of payment as required by the provision of the Financial Administration Act, R.S.C.
58. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like

quality and quantity of the service, and does not include any provision for discount or commission to selling agents.

59. Notwithstanding anything heretofore set out in this offer, none of the persons in the herein contemplated Project, shall be employees of the Minister, as all persons engaged shall be employees of the Contractor or its Contractors and sub-Contractors.

60. Labour and Health Conditions

The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the work.

**APPENDIX “B”
BASIS OF PAYMENT**

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex “B” for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices 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.

3. DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

4. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

- 5.** The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

6. TENDERED PRICES

1. Identification of areas of interest and cost submission
Contract Period (Award to March 31 2015)

Contract Areas of Interest	Rate Proposal			
	# of Days	Per Diem Rate	2014 Daily Fuel Cost	Total
Fraser and tributaries downstream of Mission	42			
Fraser and tributaries upstream of Mission	42			

- Cost submissions should identify per diem rates for patrols in the 2014, 2015 and 2016 seasons for service fees excluding fuel costs. A proposal for 2014 fuel costs should be included with your submission but given the uncertainty in fuel prices these will be negotiated at the initiation of each season.
- Fuel costs should be a daily fuel rate for 2014 only. Rates for future seasons will be negotiated prior to initiation of work should the contract be extended for the option years.
- A bid can be submitted for one or both contract areas, by providing a cost estimate you are indicating your interest in providing services that contract area.

Option Year 1 (April 1, 2015 to March 31 2016)

Contract Areas of Interest	Rate Proposal		
	# of Days	Per Diem Rate	Total
Fraser and tributaries downstream of Mission	42		
Fraser and tributaries upstream of Mission	42		

Option Year 2 (April 1, 2016 to March 31 2017)

Contract Areas of Interest	Rate Proposal		
	# of Days	Per Diem Rate	Total
Fraser and tributaries downstream of Mission	42		
Fraser and tributaries upstream of Mission	42		

7. SCHEDULE OF PAYMENTS

All costs for travel, accommodation and other expenses associated with completing the work under this contract are to be incorporated into per diem rates.

- 7.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.
- 7.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty

(30) days following the date on which all work is accepted, whichever date is later.

8. FORM OF INVOICE

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

8.1 Payments will be made provided that:

8.1.1 The Contractor submits to the Departmental Representative and to DFO Accounting Hub (dfoinvoicing-mpofacturation@dfo-mpo.gc.ca) an original and one (1) emailed copy of the invoice;

8.1.2 Each invoice shows:

- (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) The amount of GST or HST payable as a separate amount;
- (c) The Contractor’s GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) All the information listed in section B4.2; and
- (e) Hold back at 10%, if applicable.

8.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

8.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.

8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:

- (a) **The legal name of the Contractor**, *i.e.* 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, *i.e.* individual, unincorporated business, or corporation;
- (c) For individuals and unincorporated businesses, the Contractor’s SIN and, if applicable, the BN;
- (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) The following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

- 8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

9. INTEREST ON OVERDUE ACCOUNTS

- 9.1 For the purposes of this clause:
- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "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;
 - (b) **“Date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
 - (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.
- 9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.
- 9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

APPENDIX C

**DEPARTMENT OF FISHERIES AND OCEANS
CONTRACT PATROL SERVICES – 2014 TO 2016**

VESSEL INFORMATION FORM

Note: If more than one vessel is available and being proposed for use, please complete and submit one form for each vessel being offered for service.

Vessel details reported on this form will be evaluated against the criteria listed in Appendix E. Each vessel will be scored separately with these scores averaged to obtain the final score for the proposal as a whole.

The M.V. _____ is hereby offered for services, by the undersigned, and on the date of signature by the owner(s), is equipped as listed and described below:

1. Information on Owner(s)

Name	Address	Phone	Email

2. Information on Skipper(s)

Name	Address	Phone	Email

3. Description of Vessel

Registration Number	
Vessel Type (propeller drive, jet drive, sail)	
Length	(m / cm/ ft / in)
Beam	(m / cm/ ft / in)
Draft	(m / cm/ ft / in)
Hull Construction Material	
Year Constructed	
Primary Engine Type (Gas/Diesel)	
Fuel Capacity	(ltr / gal)
Cruising Speed	(kph / mph / kn)

Fuel Consumption @ Cruising Speed	(gal/h / ltr/h)
Range @ Cruising Speed	(km / miles / nmi)
Top Speed	(kph / mph / kn)
Secondary Engine – if present (Size/Type/HP)	
Vessel Location / Present Moorage	

Note: In addition to the above details, a copy of the vessel registration and a recent colour photograph which clearly reflects the present appearance of this vessel are required as part of the submission.

4. Description of Equipment

Category	Equipment	Make / Model / Description
Communications	Marine VHF (fixed)	
	Marine VHF (portable)	
	Single Side Band	
	Citizen Band	
	Scanner VHF	
	Cellular	
	Auto Tel	
	Satellite Phone	
Navigation and other electronics	Radar	
	Plotter	
	Sonar	
	Loran	
	Compass	
	GPS	
	Sounder	
	Computer	
	Camera	
	Facsimile	
General	Winch	
	Boat Trailer	
	Other equipment (not specified above)	
Skiff (if applicable)	Length	(m / cm / ft / in)
	Make	
	Horsepower	
	Other details	

In addition to the details on the vessels and equipment listed above, submissions on experience of the skipper(s) (as detailed in Appendix E) and a detailed health and safety plan are required.

Signature of (primary) Skipper

Signature of Registered Owner(s)

Note: Where the vessel is not owned by a company and there is more than one owner, all must sign.

Ensure that you have provided all required
information and documentation.

APPENDIX "D"

**DEPARTMENT OF FISHERIES AND OCEANS
CONTRACT PATROL SERVICES – 2014 TO 2016
SKIPPER INFORMATION FORM**

Notes: Please complete and submit one Skipper Information Form for each skipper identified on the Vessel Information form(s).

Details reported on this form will be evaluated against the criteria identified in Appendix E – Evaluation Criteria. Each skipper will be scored separately on his/her own merits/experiences/qualifications with an average of these individual scores used to rate the submission as a whole.

1. Name of Skipper : _____

2. Education and Experience

a) Education:

i. Years of elementary and secondary education successfully completed:

1 2 3 4 5 6 7 8 9 10 11 12 13

ii. Post-secondary school:

Criteria	Program 1	Program 2	Program 3
No. of years completed			
Name of diploma / degree / certificate			
Specialization			
Name of Institution			
Diploma/Degree Completed?	Yes / No	Yes / No	Yes / No

- iii. Describe past experience which may substitute or enhance formal education listed above:

Year(s)	Description of Experience

- iv. Briefly describe other training or education as it relates to education for the position bid on (e.g. industrial first aid, heavy duty mechanic, navigation ticket, etc.):

Year(s)	Description of Experience

- v. Describe in detail, experience comparable to Charter patrol work, in or out of

patrol area bid on:

Year(s)	Description of Experience

b) Previous Charter Patrol Experience:

Date(s)	Location (be specific)	Description of Experience
<i>May – Aug 2006</i>	<i>Area 29, Port Mann Bridge to Mission</i>	<i>Salmon fisheries monitoring, First Nations and recreational</i>

❖ the first line above is included as an example of the information to provide

c) Briefly List Experience in the Following Areas:

1) Navigation Skills (include details of experience in the contract area of interest)

2) Commercial Fisheries

3) First Nations Fisheries

4) Sport Fisheries

5) Enforcement (in addition to previous experience include any previous enforcement training)

6) Habitat / Stock Assessment (salmon stream enumeration, other)

3. Training Courses

List training courses that the potential skipper has valid certification for that you feel are a benefit to this contract.

Examples: swift water training, bear awareness training, radio operators licence, navigation ticket, etc.

Note: included in Appendix B, and in the first three rows below, is a list of mandatory training certificates that are required for a charter patrol service contract.

Date Certified	Expiration Date	Certifier	Certification
-----------------------	------------------------	------------------	----------------------

<i>Feb 2, 2007</i>	<i>Feb 2, 2015</i>	<i>Provider "X"</i>	<i>Wilderness First Aid</i>
			Radio Operator Licence (required)
			Swift Water Training (required)
			Wilderness, Marine or Standard First Aid (required)
			Vessel Operator Certificate (required)

❖ the first line above is included as an example of the information to provide

Ensure that you have provided all required information and documentation.

APPENDIX E

DEPARTMENT OF FISHERIES AND OCEANS CONTRACT PATROL SERVICES

EVALUATION CRITERIA

Note: The following details the evaluation criteria that will be used by Departmental staff to review and score tender submissions.

Information reported on the Vessel and Skipper Information Forms (Appendices C & D) will be used to score submissions. When multiple skippers or vessels are included with a submission package an average of the scores awarded to the individual submissions will be used for the overall rating.

General Evaluation Criteria and Mandatory Requirements:

- Evidence of the following items must be included with the submission package. A scan/photocopy of documentation for each item must be included with your submission package.

Category	Requirement	Yes / No
Insurance	WCB Coverage for the owner/operator	Yes / No
	WCB Coverage for operators and employees	Yes / No
	Protection and Indemnity Insurance	Yes / No
	Commercial General Liability	Yes / No
	Ship to ship collision	Yes / No
<i>Meets Mandatory Requirements :</i>		Yes / No

Skipper Mandatory Requirements:

- Evidence of the following items must be provided for each skipper included with the submission package. A scan/photocopy of documentation for each certification/criteria should be included with your submission package.

Category	Criteria	Skipper			Yes / No
		1	2	...	
		Name	Name	Name	
Mandatory Certifications and Criteria	Radio Operator Licence	Y / N	Y / N	Y / N	Yes / No
	Swift Water Training	Y / N	Y / N	Y / N	Yes / No
	Wilderness, Marine or Standard First Aid	Y / N	Y / N	Y / N	Yes / No
	Medical Examination	Y / N	Y / N	Y / N	Yes / No
	Vessel Operators Certificate (MEDA3/PCOC/other)	Y / N	Y / N	Y / N	Yes / No
<i>Meets Mandatory Requirements :</i>		Y / N	Y / N	Y / N	Yes / No

Skipper Evaluation Criteria:

- Scores will be awarded for each skipper based on the information provided on Appendix D - Skipper Information Form using the rating guides that follow.

Category	Criteria	Skipper			Average Score
		1	2	...	
		Name	Name	Name	

Education	General Education	/2	/2	/2	/2
	Related Education	/2	/2	/2	/2
	Other Training and Experience	/2	/2	/2	/2
Experience	Patrol	/4	/4	/4	/4
	Navigation	/4	/4	/4	/4
	Commercial Fisheries	/3	/3	/3	/3
	First Nations Fisheries	/3	/3	/3	/3
	Recreational Fisheries	/3	/3	/3	/3
	Enforcement Activity	/1	/1	/1	/1
	Habitat / Stock Assessment	/1	/1	/1	/1
<i>Education and Experience Scores :</i>		<i>/25</i>	<i>/25</i>	<i>/25</i>	<i>/25</i>

Rating Guide and Definitions:

Education:

- General Education: review of the level of education obtained by the skipper in any field.
 - Refers to sections 2.a.i, 2.a.ii and 2.a.iii on Appendix E
 - Ratings as follows, based on highest level of education attained:
 - 0.50 – up to grade 7 completed
 - 0.75 – up to grade 10 completed
 - 1.25 – elementary & secondary completed
 - 1.50 – post-secondary partially completed
 - 2.00 – post-secondary completed
- Related Education: education that addresses key work-areas or proficiencies required for the contract in question.
 - Refers to sections 2.a.ii, 2.a.iii and 2.a.iv
 - Ratings as follows:
 - 0.50 – related post-secondary education program
 - 0.25 – for each training or education item identified up to a total of 2.00 points (including points awarded for post-secondary education)
- Other Training and Experience: other experiences which will supplement the formal education identified in General and Related Education.
 - Refers to sections 2.a.iii, 2.a.v & 3
 - Ratings as follows:
 - 0.25 for each identified item that relates to the project up to a total of 2.00 points

Experience:

- Patrol: Experience conducting work similar to that identified in the patrol contract statement of work.
 - Refers to sections 2.a.v & 2.b
 - Ratings as follows:
 - 0.50 – for each project that incorporates patrol-type work up to a total of 4.00 points
- Navigation: Experience in navigation, with particular focus on the Lower Fraser River.
 - Refers to section 2.c.1
 - Ratings as follows:
 - 0.50 – formal training in navigation and vessel operation

- 0.50 – for each year of navigation experience, up to a total of 2.00 points
- 0.25 – for each year of navigation experience in the contract area, up to a total of 1.50 points
- Commercial, First Nations & Recreational Fisheries
 - Refers to section 2.c.2, 2.c.3 & 2.c.4 respectively
 - Ratings as follows:
 - 0.50 – for each identified year of related experience or projects to a total of 2.50 points
 - 0.50 – if that experience is in the project area
- Enforcement Activities & Habitat / Stock Assessment
 - Refers to section 2.c.5 & 2.c.6
 - Ratings as follows:
 - 0.25 – for each year of related experience or training up to a total of 1.00 point

Vessel Evaluation Criteria:

- Scores will be awarded for each vessel based on the information provided on Appendix C - Vessel Information Form using the rating guides that follow.

Criteria	Vessel			Average Score
	1	2	...	
	Name	Name	Name	
Speed	/1.5	/1.5	/2	/# of vessels submitted
Fuel Consumption	/1	/1	/1	/# of vessels submitted
Range / Endurance	/1	/1	/1	/# of vessels submitted
Suitability	/4	/4	/4	/# of vessels submitted
Electronics, Cameras and Other Equipment	/3	/3	/3	/# of vessels submitted
Secondary Engine	/2	/2	/2	/# of vessels submitted
Vessel Score :	/	/	/16	/# of vessels submitted

Rating Guide and Definitions:

- Speed
 - Refers to section 3 of Appendix C
 - Ratings as follows:
 - Cruising speed:
 - 0.25 – cruising speed < 20 kph
 - 0.50 – cruising speed > 20 kph
 - 0.75 – cruising speed > 25 kph
 - 1.00 – cruising speed > 30 kph
 - Top speed
 - 0.10 – top speed < 20 km/h
 - 0.20 – 20 km/h , < top speed < 30km/h
 - 0.30 – 30 km/h < top speed < 40km/h
 - 0.40 – 40 km/h < top speed < 50 km/h
 - 0.50 – top speed > 50 km/h
- Fuel Consumption
 - Refers to section 3 of Appendix C
 - Ratings as follows:
 - 0.25 – fuel consumption > 45 litres/h

- 0.50 – 35 litres/h < fuel consumption < 45 litres/h
 - 0.75 – 25 litres/h < fuel consumption < 35 litres/h
 - 1.00 – fuel consumption < 25 litres/h
- Range
 - Refers to section 3 of Appendix C
 - Ratings as follows:
 - Range levels
 - 0.25 – range <100km
 - 0.50 – range is >100 km and <150 km
 - 0.75 – range is >150 km and <200 km
 - 1.00 – range is >200 km
- Suitability
 - Refers to section 3 of Appendix C
 - Ratings as follows:
 - 2.00 – ability to access and negotiate shallow river sections and operate in swiftwater environments
 - 1.00 – size to accommodate 3 additional staff members in addition to the vessel operator when necessary
 - 0.50 – vessel location
 - 0.50 – vessel construction
- Electronics, Cameras and Other Equipment
 - Refers to section 4 of Appendix C
 - Ratings as follows:
 - 1.00 – redundant communications systems
 - 0.75 – sounding / navigation equipment
 - 0.75 – camera / computer / fax for recording and reporting
 - 0.50 – winches / trailer
- Secondary Engine
 - Refers to section 4 of Appendix C
 - Ratings as follows:
 - 0.00 – no secondary engine
 - 1.00 – secondary engine available but not permanently mounted
 - 2.00 – secondary engine mounted and functional

BASIS OF SELECTION

HIGHEST COMPLIANT COMBINED RATING OF TECHNICAL MERIT AND PRICE

The compliant bidder with the highest combined rated criteria points (75%) and price (25%) shall be selected as the best value supplier. An example of Highest Compliant Combined Rating of Technical Merit and Price is shown below:

Best Value Determination

	Bidder 1	Bidder 2	Bidder 3
Rated Criteria Points	80	90	95*
Per Diem Rate	\$700.00**	\$725.00	\$975.00
Calculation			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$80/95^* \times 75\% = 63.16$	$700^{**}/700 \times 25\% = 25.00$	$63.16 + 25.00 = 88.16$
Bidder 2	$90/95^* \times 75\% = 71.05$	$700^{**}/725 \times 25\% = 24.14$	$71.05 + 24.14 = 95.19$
Bidder 3	$95/95^* \times 75\% = 75.00$	$700^{**}/975 \times 25\% = 17.95$	$75.00 + 17.95 = 92.95$
* Represents the highest technical score			
** Represents the lowest priced proposal			

Assumption: The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated accordingly.

The winner is the bidder scoring the highest total points established by adding the technical and rated price points.

Based on the above calculation, a contract would be awarded to Bidder 2.

**APPENDIX “F”
STATEMENT OF WORK
LOWER FRASER AREA CHARTER PATROL SERVICES**

1.0 Scope

1.1 Title

Lower Fraser Area Charter Patrol Services

1.2 Introduction

Fisheries and Oceans Canada is broadly mandated to understand, protect, and conserve the aquatic resources of Canada. In support of this the Department implements contracts with service providers to conduct Charter Patrol activities in the Lower Fraser Area. Contractors are required to conduct patrols of the fishing areas to assess fishing activity, liaise with fishers and report data collected and contacts back to the Department. The work under this contract is broken into two operational areas for which contracts will be tendered; Fraser River and tributaries downstream of Mission and Fraser River and tributaries upstream of Mission.

1.3 Estimated Contract Days

For the purposes of this contract, the Department has identified a range of expected patrol days for the 2014 season. Note that this is merely an estimate of the expected work and the number of actual days will depend on fishing patterns and funding available to deliver the project. This contract will be initiated for the 2014 season but will have the potential for extension through the end of fiscal year 2016-17.

The range of potential patrol days for each of the contract areas is as follows:

- Fraser mainstem and tributaries downstream of Mission : 25-42 days
 - Fraser mainstem and tributaries upstream of Mission : 25-42 days
- * details of monthly distribution of work can be found in section 4.2

Cost submissions should identify per diem rates for patrols in the 2014, 2015 and 2016 seasons for service fees excluding fuel costs. A proposal for 2014 fuel costs should be included with your submission but given the uncertainty in fuel prices these will be negotiated at the initiation of each season.

Details on the distribution of effort for this contract can be found in Section 4.

1.4 Objectives of the Requirement

Under this contract the recipient will be required to complete patrols of the contract area by vessel to collect data on fisheries catch and effort, disseminate information from the Department on key programs and policies, develop relationships with members of the public encountered while on patrol, and report back to the Department on their activities in the form of activity reports and catch and effort datasheets. Through the collection of these data and other activities, the contractor will be supporting effective management of fisheries in the area.

1.5 Background, Assumptions and Specific Scope of the Requirement

As identified above, there is a need for the collection of fisheries information by a contractor to support the accurate assessment of catch and effort arising from recreational, commercial and First Nations food, social and ceremonial fisheries in the Lower Fraser Area.

The work to be undertaken focuses on salmon fisheries in-river and, as such, will require the contractor to be available to conduct patrols during the peak seasons for these fisheries; typically from May through November, details of distribution of work can be found in section 4.2. Further to this requirement, due to the nature of the fisheries being monitored, patrols are typically focused on weekends with one or two patrols required per weekend during August and October and one or two patrols required every two weekends during May, June, July and November.

This work occurs in river sections where access to a jetboat will be a benefit to the contractor and, for the Mission to Hope area, will be a requirement. Contractors will be expected to have significant knowledge of the river sections in question to ensure safe operation during patrols.

1.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The primary activity under this contract will be vessel patrols of an area determined in consultation with the Project Manager on an as required basis during salmon fisheries (see additional details on scheduling in sections 1.5 and 4).

While conducting these patrols, the contractor will be required to complete the following tasks:

- Count active gear in the patrol area;
- Interview fishers to obtain information on catch and effort;
- Distribute information on programs, policies and initiatives;
- Complete data collection sheets provided by the Project Manager;
- Report any observed infractions to the Observe, Record, Report line;
- Other duties as agreed to by the parties.

Following completion of a patrol, data sheets and any narrative summaries produced will need to be submitted to the Department in a timely manner. The format and submission methodology will need to be discussed with the Project Manager upon awarding of the contract.

2.2 Specifications and Standards

See section 2.4 for details on expectations.

2.3 Technical, Operational and Organizational Environment

Work under this contract will be completed in consultation with the Project Manager, including scheduling and delivery of work.

2.4 Method and Source of Acceptance

Work will be assessed based on the ability to deliver the services required and the timeliness, completeness and quality of data collected.

2.5 Reporting Requirements

Reports will be submitted following each patrol day, typically within 24 hours, and should include completed patrol logs and any additional narrative information or further data products requested by the Project Manager.

2.6 Project Management Control Procedures

The individual identified in the proposal as the Project Coordinator or Technical Authority shall:

- Conduct pre and post season meetings with the Contractor to prepare for and review program activities;
- Keep in contact with the Contractor throughout the season to plan coverage and address program challenges as they arise; and,
- Work with administrative staff to ensure efficient processing of invoices submitted by the Contractor, monthly at a minimum.

2.7 Change Management Procedures

Should there be a requirement to alter the Scope of the project the Project Manager will consult with the Contractor to review changes and any impacts they may have to work activities and rates prior to implementation. Agreement will be sought between the Parties on approach and discussions will be documented to ensure clarity.

2.8 Ownership of Intellectual Property

There is no intellectual Property generated by this contract. All data collected will remain the property and ownership of the Department of Fisheries and Oceans.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Contracting Authority will be:

Jianna-Lee Zomer
Senior Contracting Officer,
200 Kent Street, Station 9W088
Ottawa, ON K1A 0E6
Phone: (613) 993-4484
Email: jianna-lee.zomer@dfo-mpo.gc.ca

Project Management for this contract will be undertaken:

To be announced upon contract award

Administrative and invoicing questions should be forwarded to:

To be announced upon contract award

3.2 DFO Obligations

The Project Manager will maintain contact with the Contractor throughout the season to plan coverage and address any challenges encountered in delivering the project. No access to government facilities and/or equipment will be required outside of meetings at Departmental facilities.

3.3 Location of Work, Work site and Delivery Point

Work under this contract is expected to occur primarily within the identified contract area and will take the form of vessel patrols. Outside of this primary function there may be a need for the contractor to attend meetings with program managers and/or members of the public, potentially outside of the contract area, to support program delivery.

Additionally there may be a requirement to conduct patrols outside of the contract area; should this occur, the project manager will work with the contractor to assess their availability to conduct this work and negotiate costs.

3.5 Language of Work

Work under this contract will need to be conducted in English.

3.6 Special Requirements

No special requirements outside of those identified under section 2.

3.7 Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this Request for Proposals (RFP), the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the reliability level.

3.8 Insurance Requirements

The contractor will be required to have the following insurance:

- WCB or equivalent coverage for the owner/operator of a commercial vessel and/or vehicle working under contract for Fisheries & Oceans Canada.
- WCB coverage for operators and employees (deckhands) as required by law.
- Protection & Indemnity (3rd party liability on water) minimum of two million dollars.
- Commercial General Liability (business insurance/3rd party liability on land), minimum of two million dollars.
- Ship to ship collision or equivalent.

Documentation of this insurance will be required as part of the tender submission package for primary and alternate vessels where appropriate.

3.9 Travel and Living

No travel and living expenses will be covered by the Department under this contract outside of expenses included in the per diem rate proposal by the contractor.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for anywhere from 0-5 days per week, to a maximum of 45 days, between May and November. Estimated monthly commitments are identified under section 4.2. As noted in section 1.3, while this initial contract is for the 2014-15 fiscal year, there will be the opportunity for extension for the 2015-16 and 2016-17 fiscal years dependent on on-going requirements, resources and contractor performance.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Patrols to be completed under this contract will be on an as and when needed basis determined through discussions between the contractor and the project manager. Given recent fishing patterns, this will likely result in a distribution of work similar to that below:

Month	Patrol days
May	2
June	2
July	3-5
August	10-22

September	1-2
October	4-10
November	3-6
<i>Total :</i>	<i>25-42</i>

As noted in section 1.5 above, the majority of the patrol days identified in this summary will occur on weekends due to the nature of the fisheries being monitored.

5.0 Required Resources

The contractor must have strong interpersonal and relationship building skills paired with experience related to fisheries management or assessment. Further, experience and evidence of success working with fisheries participants including commercial, recreational and First Nations fishers is considered an asset for these contracts.

Vessel and equipment requirements for this contract are as follows:

- Vessel length less than 30 ft
- Gas or diesel powered
- Capacity to access shallow river sections (jet power preferred)
- All safety equipment as per the Small Vessel Regulations
- Communications equipment including VHF radio and cellular phone

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

Appended are a number of reference documents that will aid in the completion of a submission for this process. They include:

Appendix A: General Conditions

Appendix B: Required documentation and cost submission template

Appendix C: Vessel Information Form

Appendix D: Skipper Information Form

Appendix E: Evaluation Criteria

6.2 Relevant Terms, Acronyms and Glossaries

None.

**APPENDIX "G"
CERTIFICATIONS**

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature

Date

2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award, or within the time specified in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

Signature

Date

3. STATUS OF PERSONNEL:

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal evaluation, the Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

Signature

Date

4. CERTIFICATE OF INDEPENDENT BID DETERMINATION:

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

(Corporate Name of Recipient of this Submission)

for:

(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;

- (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- vi) the Bidder discloses that (check one of the following, as applicable):
- (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

APPENDIX "H"

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 one hundred and twenty (120) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one hundred and twenty (120) day period for acceptance of tenders for a further one hundred and twenty (120) 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.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

APPENDIX "I"

**PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

Contract / file number:	FP802-140007
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PROJECT TITLE: LOWER FRASER AREA CHARTER PATROL SERVICES

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory: _____ **Date:** _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

For Use at Fisheries and Oceans Canada

Authorization of Contracting Security Authority

- I approve
 I do not approve based on:

Contracting Security Authority: _____ **Date:** _____