



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

June 2, 2014

Subject: Request for Proposal No. F5211-140044
Salmon Charter Patrol Services – Johnstone Strait and Mainland Inlet

Dear Sir/Madam:

Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Charter Patrol Services in the Johnstone Strait and Mainland Inlet of British Columbia. The contractor must have the ability to assess salmon stocks, report on fishing activities, collect and provide catch statistics, conduct stream inventories, and collect biological samples. In addition, it must possess the tools and equipment to conduct the work.

The intent is to establish a standing offer for each charter area so that the contractor can be called up to provide services on an as and when required basis. The inclusion of estimated days per year in the cost proposal document is not a commitment by DFO. It is anticipated that resource managers will endeavour to be in contact with contractors to discuss an upcoming season and what possible level of effort may be considered so that contractors can plan their business accordingly. These discussions are not a commitment or guarantee by DFO to call up or contract for these estimates.

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

Standing Offer Dates

July 2014 through to June 30, 2017

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

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

E3C 2M6

ATTENTION – Nancy L. Stanford
Phone: 506-452-3623

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: July 3, 2014.**

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

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

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

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

Bidders should note that all questions regarding this request for proposals must be submitted in writing, **no later than June 25, 2014, 2 pm (14:00 hours) Atlantic time** to the contract authority as set out in section 18 of annex 1- offer of services / contract form. The department will be unable to respond to questions submitted after that date.

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

Yours Truly,

Nancy L. Stanford
Senior Contracting Officer
Fredericton Procurement Hub

Attach.

APPENDICES

REQUEST FOR PROPOSAL –

Salmon Charter Patrol Services – Johnstone Strait and Mainland Inlet

- | | |
|-------------------------|--------------------------------------|
| 1. Letter of Invitation | |
| 2. Attachment | General Conditions – Manual Services |
| 3. Attachment | Vessel Charter Conditions |
| 4. Appendix "A" | Instructions to Tenderers |
| 5. Appendix "C" | Statement of Work |
| 6. Appendix "D" | Evaluation Criteria |
| 7. Appendix "E" | Application Form |
| 8. Attachment | Envelope Template |
| 9. Attachment | Cost Proposal |
| 10. Attachment | Physician's Certificate |

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

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01 Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

02 Powers of Canada

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

03 Status of the Contractor

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

engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

04 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

05 Subcontracts

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

06 Time of the Essence

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

07 Excusable Delay

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

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

08 Inspection and Acceptance of the Work

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

09 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

10 Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250

Manitoba 390-516-0

- ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

11 Payment Period

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

12 Interest on Overdue Accounts

1. For the purpose of this section:

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

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

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

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

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

13 Audit

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

14 Compliance with Applicable Laws

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

15 Liability

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

16 Government Property

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

17 Amendment

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

18 Assignment

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

19 Suspension of the Work

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

20 Default by the Contractor

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

21 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:

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

22 Right of Set-off

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

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

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

24 Contingency Fees

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

soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

25 International Sanctions

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

26 Code of Conduct and Certifications

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

against Her Majesty) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or

- b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - a. either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

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

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

27 Harassment in the Workplace

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

28 Entire Agreement

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

29 The Code of Conduct for Procurement

- 29.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 29.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

29.3 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>.

Vessel Charter Conditions

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of any Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - a. indemnify and save harmless Her Majesty from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Her Majesty, then Her Majesty will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Her Majesty may terminate any Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Her Majesty will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Her Majesty, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Her Majesty may, at Her Majesty's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. 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 or any Contract.

9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or 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 the provision for discount or commission to selling agents.

APPENDIX "A"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. REVISION OF TENDERS

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

6. TENDER SECURITY

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

7. CONTRACT SECURITY

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

8. INSURANCE

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. TENDER VALIDITY PERIOD

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

11. INCOMPLETE TENDERS

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

12. REFERENCES

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

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

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

**APPENDIX “C”
STATEMENT OF WORK**

Title

**Charter Patrol Services Johnstone Strait & Mainland Inlets
Upper/Middle/ Lower**

Introduction

Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Patrol Services stream enumeration surveys by swimming or on-foot in Pacific Fishery Management Areas 12 to 13 (Johnstone Strait & Mainland Inlets).

The intent is to establish a standing offer for each charter area so that the contractor can be called up to provide services on an as and when required basis. The inclusion of estimated days per year in the cost proposal document is not a commitment by DFO. It is anticipated that fishery manager will endeavour to be in contact with contractors to discuss an upcoming season and what possible level of effort may be considered so that contractors can plan their business accordingly. These discussions are not a commitment or guarantee by DFO to call up or contract for these estimates.

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

The Charter Patrol Areas:

- Upper Johnstone Strait & Mainland Inlets
- Middle Johnstone Strait & Mainland Inlets
- Lower Johnstone Strait & Mainland Inlets

Standing Offer Dates

July 1, 2014 through to June 30, 2017

Contract Area of Operation

Project work for a charter area will be specified by the Resource Manager each year.

Background

Charter patrol operators collect data on catch monitoring activities needed by fishery managers to make sound in-season fisheries management decisions. Fisheries managers rely on charter patrol operators to be on the fishing grounds where real time information

- can be collected on the activities of the fishing fleets.

Salmon enumeration information is important for the determination of stock status and abundance of salmon species in the specified area. The optimal way of determining salmon escapement is by enumerating the salmonid species in the particular system(s). This will be completed by bank walk, stream walk and/or swims of the particular stream, the particular method of traversing the stream and enumerating the salmonid contained in it will be stream dependent (i.e. in shallow slides you walk, in deep pools you swim - experienced stream walkers will have the expertise in order to make those determinations over the course of the stream assessment).

Objectives

The objectives are to collect catch information from commercial, recreational and aboriginal fisheries and to conduct extensive enumeration of salmon in river systems in Pacific Fisheries Management Areas 12 and 13 (as defined in the *Pacific Fishery Management Area Regulations, 2007*). Fisheries information will be used in-season by DFO fisheries management staff to actively manage commercial, recreational and aboriginal fisheries. Stream enumeration information will be used by DFO stock assessment staff to provide an indication of individual stock status as well as the abundance of salmon species in the area. Information is to be delivered to DFO in-person, by e-mail, by secure radio, or by phone, depending on the nature of the data being delivered.

Requirements

The contractor must have the ability to assess salmon stocks, report on fishing activities, collect and provide catch statistics, conduct stream inventories, and collect biological samples. In addition, they must possess the tools and equipment to conduct the work.

The contractor will be required to provide the services, information, and equipment at the frequency and in the manner herein described. This is to be carried out as independently as is efficiently feasible. No direction, supervision, or other assistance in addition to the stipulations of this statement of work, the initial annual mobilization meeting, and response to required progress reports will be provided by Fisheries and Oceans Canada unless necessitated by urgent, unforeseen events.

Fisheries and Oceans Canada requires an informational database in order to make quality fishery management decisions. The contractor's role in this regard is to provide or disseminate the information outlined below as applicable to your charter area. You are expected to use methods that are effective and efficient. Forms that will be provided must be fully completed, and where no standard format is provided, information must be presented in a clear, concise manner that facilitates incorporation into the Fisheries and Oceans Canada database.

The contractor will need to develop the methodologies to carry out, on an ongoing basis, the actions essential to the effective realization of Fisheries and Oceans Canada requirements and objectives. The Information Collection and Information Dissemination requirements are as follows:

INFORMATION COLLECTION

INFO TYPE	FISHERY	FORMAT	FREQUENCY
1. Collect catch data and gear counts in contract area	Salmon	Catch reporting log	- Daily reports (phone, radio, e-mail, in-person) when fisheries being patrolled
2. Collect data on spawn timing, distribution and abundance of fry/juvenile/adult for designated streams in contract area. Stream activity (log jams erosion/silting/deleterious acts/ substances)	Salmon	-Stream inspection log -Sampling programs (i.e. tagging, trapping) -Stream narrative - annual stream report	-After each inspection -after completion of sampling program - Annually by February 1st.
3. Monitor non-regulation compliance of activities in active fishing areas, closed areas and watersheds	All	-Weekly activity report -Occurrence report	-Verbally as incidence/ violations occur. -Weekly documentation
4. Provide public relations program feedback	All	-Weekly activity report -Occurrence report	Weekly documentation unless urgent action is required and then verbal communication
5. Communicate any information pertinent to management and protection of any segment of a fishery to Fisheries and Oceans Canada.	All	-Weekly activity report -Occurrence report	Weekly documentation unless urgent action is required.

INFORMATION DISSEMINATION

INFO TYPE	TARGET	SOURCE
1. Communication of opening and closure announcements and associated info by VHF radio or notice posting in contract area	All stakeholders/client groups	Fisheries and Oceans Canada
2. Response to information requests from all stakeholders/client groups or general public regarding coastal/inland fishery regulations,	All	Regulations, Fisheries and Oceans Canada,

notice to industry, or public notices.		Contractor, Fishing plans
4. Health and safety plan. This plan is required in the event of an accident or injury to the contractor or others.	Fisheries and Oceans Canada	Contractor

In addition the contractor may be required to monitor, collect, record and report, or assist in, the following objectives.

1. Maintain clearly marked fishing boundary signs.
2. Build and maintain access trails.
3. Assist local salmonid enhancement activities as directed by the Technical Authority.
4. Timely and appropriate biological samples and photos for reports or analysis by others.
5. Accurate observation, documentation and reporting to Fisheries and Oceans Canada, Conservation and Protection staff, of any activity which appears to contravene the *Fisheries Act*, its Regulations.
6. Incidental to Fisheries Management responsibilities, assist Conservation and Protection with the collection and safeguard of supporting evidence relating to enforcement investigations.
7. Suitable accommodation and meals, including an extra berth or berths for Department staff or observer.
8. Observance and compliance with all applicable health and safety standards.
9. Fully informed fishing public and/or client group regarding policy, regulation, notices to industry, fishing plans, etc.
10. Deploy and retrieve observers from fisheries when requested by the program manager.

Charter Area Locations

The contractors may be required to conduct catch monitoring activities throughout Pacific Fishery Management Areas 12 and 13 as directed by the Catch Monitoring Resource Manager.

➤ **Upper Johnston Strait and Mainland Inlets (Knight, Call & Bute Inlets & Ramsay Arm):**

All work is to be completed in the field on-board contractor's vessels (boat and skiff) or on foot in Pacific Fishery Management Areas 12 and 13. The contractor will be required to stay on-board their vessel in remote locations for multiple days. Catch monitoring activities during commercial fisheries will likely occur in Subareas 12-2, 12-3, and 12-4, of Pacific Fishery Management Areas 12.

River systems to be monitored (including but not limited to):
Fulmore River

Lull Creek
Call Creek
Cumsack Creek
Homathco River
Orford River
Quatam River

]

➤ **Middle Johnstone Strait and Mainland Inlets (Loughborough Inlet & Wellbore Channel):_**

All work is to be completed in the field on-board contractor's vessels (boat and skiff) or on foot in Pacific Fishery Management Areas 12 and 13. The contractor must be prepared to stay on-board their vessel in remote locations for multiple days in poor weather events or in emergency situations. Catch monitoring activities during commercial fisheries will likely occur in Subareas 12-1 and 13-30 to 13-40 of Pacific Fishery Management Areas 12 and 13.

River systems to be monitored (including but not limited to):

Adam / Eve Rivers
Amor De Cosmos Creek
Grassy Creek
Gray Creek
Salmon / White Rivers
Wortley Creek

➤ **Lower Johnstone Strait and Mainland Inlets (Phillip Inlet & Topaze Harbour):**

All work is to be completed in the field on-board contractor's vessels (boat and skiff) or on foot in Pacific Fishery Management Area 13. The contractor must be prepared to stay on-board their vessel in remote locations for multiple days in poor weather events or in emergency situations. Catch monitoring activities during commercial fisheries will likely occur in Subareas 13-6 to 13-11, and 13-26 to 13-29, of Pacific Fishery Management Area 13.

River systems to be monitored (including but not limited to):

Clearwater Creek
Frazer Creek
Menzies Creek
Phillips River
Read Creek
Willow Creek

DFO Obligations

DFO will provide the following work instruments and reference documents as applicable.

- Weekly Activity Report Template
- Occurrence Report Template
- Stream Inspection Schedule
- Stream Inspection Logs
- Catch Monitoring Logs
- *Fisheries Act* and associated relevant Regulations
- List of DFO staff and contract contacts in contract area
- Copy of the 2014, 2015, and 2016 South Coast Salmon Integrated Fishery Management Plans
- BC Tidal Waters Sport Fishing Guide
- BC Fresh Water Fishing Regulation Synopsis
- Electronic Stream Inspection program (as applicable to the charter)
- DFO VHF radio (except where programmable VHF radios are required)

Data collection forms are to be completed as per the detailed instructions provided to the contractor during the annual training seminar.

Contractor's Obligations

The contractor / vessel operator, will have in their possession, maintain and provide proof of validity upon request throughout the standing offer the following:

- Radio operator's license.
- Firearms Possession Only License or Firearms Possession and Acquisition License
- 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.
- Swift Water Training
- Bear Awareness Training
- Wilderness Or Marine (Basic or Advanced) First Aid Training
- The contractor must be physically fit for the duties specified within the contract.

The charter patrol contractor and their associated employees, upon request from the Resource Manager, may be required to wear identifiable Fisheries and Oceans Canada clothing. Contractors and their associated employees must exhibit a clean well groomed appearance at all times while under contract with Fisheries and Oceans Canada.

Language of Work

English

Vessel and Equipment Requirements

Work will be done by boat, skiff, swimming, or on foot throughout Pacific Fishery Management Areas 12 and 13. The contractor must have a vessel available for catch monitoring and stream assessments.

Vessel and equipment requirements:

- Vessel not less than 25 feet in length
- Radar
- Sounder
- Compass
- GPS navigational aid
- Gas/diesel powered
- Minimum 8 knots cruising speed
- Camera
- Shotgun for bear protection
- Accommodation for a minimum of one DFO staff or observer
- Marine VHF radio on board vessel
- Portable programmable VHF radio capable of receiving and broadcasting on DFO frequencies.
- Portable satellite phone and/or a EPIRB/personal locator beacon
- Chainsaw
- Computer – with Windows operating system

Additional Requirements:

The following are required in the Upper Johnstone Strait & Mainland Inlets program:

- An auxiliary skiff is that is a minimum of 15 feet in length.
- The required vessel must be equipped for over-night stays for multiple days at a time in remote areas with no docks or moorage structures. An adequate anchoring system is required.

Vessel Identification

While on contract, the contractor may be required to display on the vessel, a Fisheries and Oceans Canada decal as provided by Fisheries and Oceans Canada. The decal will be mounted on a sign and removed from the vessel when not on contract.

Contract vessels that are commercially licensed shall not display their Commercial Fishing Vessel Registration Number (CFV#) while on contract.

Certification

- Any vessel offered must have a current Transport Canada Inspection Certificate.

Insurance Requirements

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

Upon contract award the successful bidder will be required to supply proof of insurance.

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

- e. **Litigation Rights:** Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

4. A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Intellectual Property

There is no intellectual property being developed for this contract but information collected will belong to DFO.

Security Requirements

Not Applicable

Contracting Authority

Nancy L. Stanford

Senior Contracting Officer | Agente principale des contrats

Materiel and Procurement Services | Services du matériel et des acquisitions

Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6
Tel: (506) 452-3623
Fax: (506) 452-3676
Nancy.stanford@dfo-mpo.gc.ca

Departmental Representative

Name of Project Authority to be provided upon contract award.

**APPENDIX "D"
EVALUATION CRITERIA**

PROPOSALS:

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Bids will be evaluated based on the information provided in the proposal and the completed Application Form.

MANDATORY REQUIREMENTS:

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

No.	Mandatory Criteria	Meets Criteria (✓)
M1	Completed Application Form. If bidding for more than one charter area, ensure application form is completed for each one.	
M2	Provide copy of vessel registration for each vessel being offered for a charter area.	
M3	Provision of Health and Safety Plan	
M4	Provide Proof <ul style="list-style-type: none"> • Swift Water Training • Bear Awareness Training • Wilderness or Marine (Basic or Advanced) First Aid Training • Medical Examination certifying that you are physically fit for the duties specified within the Statement of Work. 	
M5	Current Transport Canada Inspection Certificate.	
M6	Provide proof of possession of: <ul style="list-style-type: none"> • Radio operators license • Firearms Possession Only License or 	

	Firearms Possession and Acquisition License	
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RATED REQUIREMENTS:

R1 Vessel Details (10 points)	R1 and R 2
R2 Equipment Details (10 points)	
R3 Skipper - experience with salmon charter patrol services as provided in Statement of Work and Application Form. (10 points)	R3 and R4 Years of Experience
R4 Skipper – experience with salmon charter patrol services within charter area selected for bidding and within last 10 years. (10 points)	
R5 Skipper Experience <ul style="list-style-type: none"> a) Navigational skills (2 points) b) Commercial Fisheries (2 points) c) First Nation Fisheries (2 points) d) Sport Fisheries (2 points) e) Stock Assessment (2points) 	R5
R6 Skipper – education and training (10 points) (e.g. list certifications, diplomas, etc)	R6
R7 Other related experience (10 points)	R7

Total points (R1, R2, R3, R4, R5, R5): 70 points maximum (35 points minimum)

Proposals MUST receive a rated requirements minimum score of 50% in order to be considered technically responsive. Those not meeting the minimum score of 35 points will not be considered further.

Cost Evaluation (total maximum of 30 points) – please use Cost Proposal form provided
Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (30 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

The per diem (daily) rate is to include all costs except fuel.

BASIS OF SELECTION:

For each charter area, compliant bidders will be ranked from highest combined points to lowest combined points. The bidder with the highest combined points shall be selected and awarded a standing offer.

If a bidder scores highest in more than one charter area they will be given the option to choose a charter area. The charter area not selected will then be offered to the bidder scoring the second highest combined points in that area.

While it is the intention of the department to have one standing offer for each charter area, those accepting standing offers understand they may be asked to provide services in alternate charter areas to be determined by the resource managers as needed and described in Statement of Work.

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

Possible Additional Services

Bidders who are not awarded a Standing Offer but were determined to be technically responsive will be kept on a qualified list of interested service providers. If opportunities develop where the department needs additional patrol services, that cannot be met by the respective charter area standing offer holders, bidders on the qualified list may be asked if they are interested and to submit a price quote. Interested bidders may need to demonstrate that they have maintained their mandatory requirements. The list will be used until April 30th, 2017.

APPENDIX "E"
Services d'observation en mer dans le détroit de Johnstone et les bras de mer continentaux
Cours supérieur, central et inférieur

APPLICATION FORM

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. NAME OF OWNER(S) Address Phone

2. NAME OF SKIPPER(S) Address Phone

3. DESCRIPTION OF VESSEL

(COPY OF REGISTRATION MANDATORY WITH SUBMISSION)

Registration No. _____ Year Constructed _____

Vessel Type (power or sail) _____

Length _____ Beam _____ Draft _____

Hull Construction Material _____

Engine Type (Gas or Diesel) _____ Fuel Capacity _____

Cruising Speed _____ Top Speed _____

Fuel Consumption at cruising speed _____

Range at Cruising Speed (nautical mile) _____

Fresh Water Capacity _____ Fresh Water Capacity in Days _____

Number of extra berths _____ (in addition to captain and crew)

Cooking Fuel Type _____

Present Moorage (i.e. where can vessel be inspected) _____

Note: A recent colour photograph is required, which clearly reflects the present appearance of this vessel.

4. DESCRIPTION OF EQUIPMENT

Note: Give make and model and describe (see Vessel and Additional Requirements as noted in the Statement of Work).

Radios:Marine VHF

Marine VHF Portable

Single Side Band

Citizen Band

Scanner VHF

(Provide details on make, model, type, etc)

Radar _____

Plotter

Sonar _____

Loran

Compass _____

GPS Navigational Aid _____

Cellular _____

Auto Tel _____

Portable Satellite Phone _____

Sounder _____

Computer _____

Winch _____

Chainsaw _____

Boat Trailer _____

Firearm for Bear Protection _____

Digital Camera _____

Auxiliary Boat / Skiff c/w Outboard Motor (Describe type, length, make, horsepower etc.)

Note: A current colour photograph is required which clearly reflects the present appearance of this skiff.

Other equipment (not specified)

5. EXPERIENCE

(Please copy and complete Section 5 for any additional/alternative “skipper(s)”. Note that in the event where there are additional skippers in addition to the primary skipper for one charter each skipper will be scored separately on each his/her own merits/experiences/qualifications and an average will be applied to the final score.) Add additional lines where needed.

Name of Skipper _____

a) Education/Training

Briefly describe education and/or training as it relates to charter patrol work (e.g. certifications such as industrial first aid, heavy duty mechanic, navigation ticket, etc.)(post secondary diplomas and degrees):

b) Describe in detail, experience comparable to Charter patrol work, in or out of patrol area bid on:

2) Commercial Fisheries

3) First Nation Fisheries

4) Sport Fisheries

5) Stock Assessment (salmon stream enumeration, other)

6. SKIPPER(S) PREVIOUS TRAINING COURSES

(List training courses that each potential skipper has valid certification for, ie swift water training, bear awareness training, radio operators licence, navigation ticket, etc that you feel are a benefit to this contract.) **Note: included in the Statement of Work is a list of mandatory training certificates that are required for a charter patrol service contract.**

7. HEALTH AND SAFETY PLAN

The contractor is required to provide Fisheries and Oceans Canada with a comprehensive health and safety plan which will describe how all WCB and insurer guidelines and requirements will be addressed in relation to all aspects of the work which will be required during the charter. On a separate attachment to this tendering package please describe, in explicit detail, the procedures and activities which will be in place and followed to ensure all health and safety concerns will be addressed (e.g. safety measures to be followed when walking streams). Please include as much detail as possible covering all aspects of your safety plan such as emergency contacts, notification/check-in procedure, etc.

*****If you wish to add in more lines in any section please do so. ****

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.

PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION

The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Request for Proposal Number: F5211-140044

Salmon Charter Patrol Services – Johnstone Strait and Mainland Inlet

Due Date: June 3, 2014
2:00 pm (14:00 hours) Atlantic Time

BID/PROPOSAL

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

**ATTENTION
Nancy L. Stanford
Senior Contracting Officer
Fredericton Procurement Hub
Fisheries and Oceans Canada
Phone: 506-452-3623**

Salmon Charter Patrol Services - Johnstone Strait and Mainland Inlets - Cost Proposal

		<u>ESTIMATED</u> <u>DAYS PER YEAR</u>	<u>PER DIEM \$</u> <u>July 1, 2014 to</u> <u>June 30, 2015</u>	<u>PER DIEM \$</u> <u>July 1, 2015 to</u> <u>June 30, 2016</u>	<u>PER DIEM \$</u> <u>July 1, 2016 to</u> <u>June 30, 2017</u>
	CHARTER NAME				
	Subareas 12-2, 12-3, and 12-4, and Knight, Call, Bute Inlets and Ramsay Arm	60-80			
	Upper Johnstone Strait Subareas 12-1, 13-30 to 13-40 and Loughborough Inlet and Wellbore Canal	40-60			
	Middle Johnstone Strait Subareas 13-6 to 13-11, 13-26 to 13-29 and Phillip Inlet and Topaz Harbour	40-60			
	Lower Johnstone Strait				



**PHYSICIAN'S CERTIFICATE OF FITNESS FOR DUTY
RELATING TO: TENDER F5211-140044**

A. TO BE COMPLETED BY APPLICANT

SURNAME		FIRST NAME	INITIALS
HOME ADDRESS			
CITY, PROVINCE		POSTAL CODE	
HOME PHONE		ALTERNATE PHONE	
EMAIL			
NAME OF PHYSICIAN		OFFICE PHONE	
ADDRESS		DATE OF EXAMINATION (YYYY-MM-DD)	
I REQUEST THE PHYSICIAN TO COMPLETE THE INFORMATION BELOW AND I AUTHORIZE IT'S RELEASE TO FISHERIES AND OCEANS CANADA.			
SIGNATURE OF APPLICANT		DATE	

B. TO BE COMPLETED BY PHYSICIAN

I have reviewed the Statement of Work for which the above named individual has submitted a proposal.

- I believe the patient is able to perform the duties at this time.
- I do NOT believe the patient is able to perform the duties at this time.

PRINT NAME

SIGNATURE

DATE

ADDRESS OF MEDICAL OFFICE

PHONE NUMBER

