

Pêches et Océans Canada

Contract Services
301 Bishop Drive
Fredericton, NB E3C 2M6

January 8, 2015

Subject: Request for Proposal No. F5211-140436

Pacific Herring Survey of the British Columbia Coast

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until **2:00 PM Atlantic Time**, **Tuesday**, **February 3**, **2015**. Proposals must be signed and emailed to <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u> and addressed:

# TENDER SUBMISSION F5211-140436 Pacific Herring Survey of the British Columbia Coast

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents MUST be downloaded from <a href="www.buyandsell.gc.ca">www.buyandsell.gc.ca</a>. Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting contract.

For further information, please contact the Contracting Authority, Cathi Harris by email at <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> .

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.

All questions regarding this request for proposals should be submitted in writing, no later than **January 26<sup>th</sup>**, **2015**. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards

Cathi Harris Fisheries and Oceans Canada Contract Services

## **APPENDICES**

# Pacific Herring Survey of the British Columbia Coast

- 1. Letter of Invitation
- 2. Offer of Services / Contract Form
- 3. Instructions to Tenderers
- 4. Terms of Payment
- 5. Statement of Work
- 6. Evaluation Criteria
- 7. General Conditions Manual Services
- 8. Insurance Conditions
- 9. Supplemental Instructions to Bidders Former Public Servant Certification

Bid Closing Date: February 3, 2015 Time: 2 pm (14:00 Hours) Atlantic Time

Contract/File No: F5211-140436

#### OFFER OF SERVICES/CONTRACT FORM

## REQUEST FOR PROPOSALS FOR:

Pacific Herring Survey of the British Columbia Coast


## 2. PERFORMANCE OF WORK

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

## 3. CONTRACT DOCUMENTS

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

- 1. This Offer of Services / Contract Form duly completed and signed;
- 2. Document attached hereto or referenced entitled "Statement of Work" and Appendix 1 and 2;
- 3. Document attached hereto or referenced entitled "General Conditions";
- 4. Document attached hereto or referenced entitled "Insurance Conditions";
- 5. Document attached hereto or referenced entitled "Terms of Payment";

# 4. <u>DISCREPANCIES</u>

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

# 5. CONTRACT PERIOD

February 16, 2015 to March 31, 2015

# 6. TENDERED PRICES

## SERVICES AND ASSOCIATED COSTS

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

A maximum budget of \$1,280,000 is estimated for this contract. The Contractor is requested to provide costs per area using the following pricing table, excluding GST / HST.

## **PRICING TABLE**

Area	Activity	Estimated Number of Days	Per day cost	Total cost
Haida Gwaii (HG and 2W)	25-day dive charter in HG and 2W	25		
Haida Gwaii	13-day spawn reconnaissance charter in HG	13		
Haida Gwaii (HG and 2W)	25-day seine test charter	25		
Prince Rupert	20-day dive charter	20		
Prince Rupert (Big Bay)	13-day seine test charter	13		
Prince Rupert (Kitkatla)	13-day seine test charter	13		
Central Coast	21-day dive charter	21		
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	24		
Strait of Georgia	21-day dive charter	21		
Strait of Georgia	27-day seine test charter	27		
West Coast VI	25-day seine/ dive split charter	25		
West Coast VI	15-day seine test charter	15		

WCVI/ SOG/	15-day shore based dive charter	15	
Area 27			

## FOR AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_ + GST/HST

## 7. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

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

## 8. <u>SUBMISSION</u>

The Contractor submits herewith the following:

- a) Offer of services/contract form (duly completed and signed)
- **b**) Proposal
- c) Supplemental Instructions to Bidders Former Public Servant Certification

## 9. <u>IRREVOCABLE OFFER</u>

The Contractor submits the Total Estimated Tendered Price listed in Article 6 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

## 10. APPROPRIATE LAW

- 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.

## 11. 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.

#### 12. CONTRACT

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

## 13. RIGHTS OF THE MINISTER

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

## 14. REPLACEMENT OF PERSONNEL

- **14.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- **14.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- **14.3** The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
  - a) The reason for the removal of the named person from the Work;
  - b) The name, qualifications and experience of the proposed replacement person; and.
  - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- **14.4** The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

- **14.5** The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.
- **14.6** The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 15. ADDENDUM

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

ADDENDUM NO.		DATE
	<u> </u>	
This	day of	, 2015.
Contractor's signature		

## 16. CONTRACTOR'S ADDRESS

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

## 17. <u>DEPARTMENTAL PERSONNEL</u>

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

## Cathi Harris

Materiel and Procurement Services | Services du matériel et des acquisitions Fisheries and Oceans Canada | Pêches et Océans Canada 301Bishop Drive| 301 allée Bishop Fredericton, NB | Fredericton N-B E3C 2M6 <a href="mailto:cathi.harris@dfo-mpo.gc.ca">cathi.harris@dfo-mpo.gc.ca</a>

## PROJECT AUTHORITY

(To be completed	upon	contract	award)

## 18. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

be cor	rect, complete, and fully discloses the identification of this Contractor:
18.1	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
18.2	The status of the contractor (individual, unincorporated business, corporation or partnership:
18.3	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
18.4	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The following	g certification signed by the contractor or an authorized officer:
"I certify that complete"	t I have examined the information provided above and that it is correct and
	Signature
	Print Name of Signatory

# 19. SIGNATURE FOR OFFER OF SERVICES

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

SIGNED, SEALED AND DEL	IVERED THIS DAY OF	2015.
In the Presence of	For the Contractor	
Signature of Witness	Incorporated Compa	any OR
Signature of Witness	Partnership	OR
Signature of Witness	Sole Proprietorship	/ Individual Owner
ACCEPTANCE UPON AWA	RD	
This contract is executed on beh duly authorized officers / agents	alf of Her Majesty the Queen in R	ight of Canada by their
Accepted on behalf of Her Ma	jesty the Queen in right of Canad	da this day of
Signature of Witness	For the Minister of Fisheric	es and Oceans
	Position	

#### 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.

#### 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 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 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 \$1,000,000 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 five (5) 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.

#### TERMS OF PAYMENT

#### 1. **DEFINITION**

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

#### 2. BASIS OF PAYMENT

2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 6 of the OFFER OF SERVICES/CONTRACT FORM.

#### 3. METHOD OF PAYMENT

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

#### 4. INVOICE ADDRESS

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

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

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

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

# 5. LIMITATION OF EXPENDITURE

The Contractor shall not perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

#### STATEMENT OF WORK

## **Pacific Herring Survey of the British Columbia Coast**

**DURATION:** February 16, 2015 to March 31, 2015

## **OBJECTIVE:**

Fisheries and Oceans Canada intends to conduct a research program for Pacific Herring (*Clupea pallasi*) covering the five major and two minor assessment regions on the British Columbia Coast.

There are two objectives for the Pacific Herring survey program: (1) to measure herring spawn deposition (eggs) through SCUBA dive surveys in some or all (as needed) of the five major stock assessment regions (Haida Gwaii, Prince Rupert District, Central Coast, Strait of Georgia and the West Coast of Vancouver Island) and two minor regions (Area 2W and Area 27), and (2) to obtain biological samples from pre-spawning aggregations of Pacific Herring using purse seine vessels in some or all (as needed) of the following major stock assessment regions: Haida Gwaii, Prince Rupert District, Strait of Georgia and the West Coast of Vancouver Island.

#### **SERVICES REQUIRED:**

Fisheries and Oceans Canada requires the Contractor to provide the following services:

The Contractor shall carry out the 2015 Pacific Herring stock assessment survey to conduct assessments of herring egg deposition and obtain biological samples on (up to, as needed) all spawning grounds in support of research and stock assessment. A total of 13 vessels (5 dive survey, 1 spawn reconnaissance, 1 mobile shore-based dive survey, 1 dive/test survey, 5 seine test) are required to provide full coverage in the stock assessment regions.

## 1 Haida Gwaii (HG) and Area 2W

- a) One dive survey vessel to conduct dive spawn assessments for a 25-day period in HG and Area 2W, as directed by the Fisheries Manager.
- b) One spawn reconnaissance vessel survey to scout for herring spawn for a 13-day period in HG.
- c) One seine test vessel to conduct biological sampling for a 25-day period primarily in HG, but also in Area 2W as directed by the Fisheries Manager.

## 2 Prince Rupert District (PRD)

- a) One dive survey vessel to conduct dive spawn assessments for a 20-day period, as directed by the Fisheries Manager
- b) One seine test vessel to conduct biological sampling for a 13-day period primarily in Areas 3 / 4 (Big Bay area), and a second seine test vessel to conduct biological sampling for a 13-day period in Area 5 (Kitkatla area).

## 3 Central Coast (CC)

- a) One dive survey vessel to conduct dive spawn assessments for a 21-day period, as directed by the Fisheries Manager.
- b) One dive survey vessel to conduct dive spawn assessments for a 12-day period, as directed by the Fisheries Manager. This vessel will commence in the Central Coast after completing survey activities in the Strait of Georgia (split charter).

# 4 Strait of Georgia (SOG)

- a) One dive survey vessels to conduct dive spawn assessment for a 21-day period, as directed by the Fisheries Manager.
- b) One dive survey vessel to conduct dive spawn assessments for a 12-day period, as directed by the Fisheries Manager. Upon completing survey activities in the Strait of Georgia, this charter will move to the Central Coast (split charter).
- c) One seine test vessel to conduct biological sampling for a 27-day period in the Strait of Georgia, as directed by the Fisheries Manager.

## 5 West Coast of Vancouver Island (WCVI)

- a) One vessel to conduct dive spawn assessments and biological sampling for a 25-day period, as directed by the Fisheries Manager (dive/test split charter).
- b) One seine test vessel to conduct biological sampling for a 15-day period on the west coast Vancouver Island, as directed by the Fisheries Manager.

# 6 Shore based dive survey - Strait of Georgia/WCVI/Area 27

A mobile shore-based dive survey vessel to conduct dive spawn assessment will be required for a 15 day period to be deployed in the Strait of Georgia, WCVI and Area 27, as directed by the Fisheries Manager.

## **Contractor's Obligations:**

- The Contractor will provide the charter vessels and crews (including divers, as described under Services Required, see above);
- The Contractor will provide a Program Manager to coordinate the survey and provide summary reports to DFO;
- The Contractor will enter all dive survey information into a database, using software supplied by the DFO;
- The Contractor will return all dive survey data sheets to the DFO.
- The Contractor will return all dive survey gear (lead lines) to the DFO.
- The Contractor will return all dive briefcases to the DFO.
- The Contractor will deliver all biological samples to the DFO;
- The Contractor will return all log books to the DFO.

## **List of Activities**

#### Part A:

Conduct a dive spawn survey of Pacific Herring stocks in some or all (as needed) of five major assessment regions and two minor assessment regions: 1) Haida Gwaii, 2) Prince Rupert District, 3) Central Coast, 4) Strait of Georgia, and 5) west coast of Vancouver Island, 6) Haida Gwaii Area 2W (minor), and 7) West Coast Vancouver Island Area 27 (minor). Spawn surveys are to be conducted according to DFO survey protocol. Contractor will enter all dive survey information into a database, using software supplied by DFO.

Conduct spawn reconnaissance survey in Haida Gwaii.

#### Part B:

Collect biological samples from pre-spawning aggregations of Pacific Herring stocks in some or all (as needed) of the following areas: 1) Haida Gwaii (including Area 2W), 2) Prince Rupert District, 3) Strait of Georgia, and 5) west coast of Vancouver Island. Surveys will be conducted following standardized sample collection protocols and spawn assessment techniques as described under Additional Requirements.

## **ADDITIONAL REQUIREMENTS AND CONDITIONS:**

The herring dive survey will follow the procedures outlined in the "Herring Spawn Survey Manual" (revised December 2014). A copy of the document is available from the Scientific Authority.

All herring biological samples will be collected following the procedures outlined in the document "2015 Sampling Guidelines" as the scientific document detailing sampling procedures. A copy of the document is available from the Scientific Authority.

## MINIMAL REQUIREMENTS REGARDING VESSELS, DIVERS, AND EQUIPMENT:

The program must be conducted by vessels capable of conducting a dive survey program as outlined in this statement of work. Survey vessel(s) must be adequate for the required work and be capable of conducting all activities, as well as accommodating one DFO staff as needed.

Dive Charter Vessels (all areas)

- All dive charters must supply primary vessels capable of providing living accommodation for up to seven personnel. A full crew complement is required: a minimum of vessel master (skipper), engineer, cook, and 4 Canadian Standards Association (CSA) Occupational SCUBA certified divers.
- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- Dive survey vessels will each supply 4 CSA certified divers, with valid
  Occupational SCUBA tickets. Each dive survey vessel will supply all dive
  gear required by divers, as well as a compressor, Scuba tanks, and two dive
  tending vessels to support divers during the course of survey activities.
- Dive charter vessels must carry Level 1 First Aid Kits at all times
- Survival suits for the crew, including the skipper, plus one DFO person is a mandatory requirement.
- Life raft certified capacity for the crew, including the skipper, and one DFO person is also mandatory.
- Vessel must be capable of making open water passages, and to perform duties in exposed areas of the coast in winter conditions.
- Charter vessels must have sufficient deck space to load and unload and store
  dive equipment when not in use. To minimize chance of hypothermia, an
  enclosed changing area for divers is required. This may be a ladder into the
  hold, easy access to engine room (while wearing dry suits), or an enclosed
  area on deck.
- Charter vessels must have an adequate fresh water supply to provide daily showers for divers, and facilities on deck to rinse dive gear at end of day's operations.

- Charter vessels must supply a computer with Windows XP or Vista operating system installed, and a minimum of 512 MB of computer memory, to run the data entry program.
- Each dive charter spawn assessment vessel must supply two dive tending vessels. Safety Equipment, flares, dive flags, radio, whistles, auxiliary propulsion (e.g. oars, kicker) are required. The tender vessels must carry field oxygen (E or D cylinders) and Level I first aid kits during diving operations. A throw line to assist recovering divers is required. Vessels greater than 6 m in length must have an Emergency Position Indicating Radio Beacon (EPIRB).

## Shore-based Charter Vessels (WCVI/ SOG and Area 27 only)

- Shore-based dive survey vessels must supply three persons, of which 2 are CSA certified divers with valid Occupational Scuba tickets and one is a vessel operator, and all dive gear required by divers, Scuba tanks, and one dive tending vessel to support divers during the course of their survey activities. The dive vessels must be of sufficient size and seaworthiness to accommodate two divers, gear, and the vessel operator. The vessel must be on a trailer and capable of being towed into remote locations, and have a speed of no less than (20 Knots).
- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- Safety equipment, flares, dive flags, radio, whistles, auxiliary propulsion (e.g. oars, kicker) are required. The tender vessels must carry field oxygen (E or D cylinders) and Level I first aid kits during diving operations. A throw line to assist recovering divers is required. Vessels greater than 6 m in length must have an Emergency Position Indicating Radio Beacon (EPIRB).
- Dive charter vessels must carry Level 1 First Aid Kits at all times.

# Spawn Reconnaissance Vessel (Haida Gwaii major stock area only)

- Reconnaissance vessel for Haida Gwaii will supply the following information to the DFO manager on a daily basis: record of vessel activities and movement during the day and estimate and location of amount of fish and spawning observed.
- The dive requirements do not apply.

Seine charter vessels (HG, PRD, SOG)

- All seine charters must supply a vessel capable of providing living accommodation for crew, skipper, engineer, cook, and two DFO personnel.
- All seine vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities. Vessels must be certified for the crew, including the skipper and one additional person.
- Seine charter vessels must carry Level 1 First Aid Kits at all times.
- Survival suits for all crew members plus one additional person is a mandatory requirement. Life raft certified capacity for the crew, including the skipper, and one additional person is also mandatory.
- Vessel size must be mechanically sound in all respects, seaworthy for fishing in the designated areas, and for performing duties in exposed areas of the coast in winter conditions.
- The vessel must have the capability to freeze and store biological samples for the duration of the test fishing operation.
- The vessel must be fully equipped for herring seine fishing. A full herring seine is required.

The following equipment is mandatory for seine test vessels:

- Two echo sounders, one of which must be a colour video.
- Colour sonar. Vessels with a <u>complete</u> backup sonar (i.e. a completely independent unit: separate dome and monitor) will be given preference
- Two radars
- Autotel, satellite or cellular phone (in areas where there is cell phone coverage)
- Chart Plotter
- Modern radio communication equipment including VHF and SSB are required.
- Computer with a minimum Microsoft Windows XP or Vista operating system installed and a minimum of 512 MB of memory

# Seine/ Dive Split Charter (WCVI only)

 All vessel specifications, safety requirements, and equipment listed for the seine charter vessel and the dive charter vessel are mandatory for the seine/ dive split charter.

- The Seine/ Dive survey vessels will each supply 3 CSA certified divers, with valid Occupational SCUBA tickets. This dive survey vessel will supply all dive gear required by divers, as well as a compressor, Scuba tanks, and one dive tending vessel to support divers during the course of survey activities.
- The vessel must have the capability to freeze and store biological samples for the duration of the test fishing operation.
- The vessel must be fully equipped for herring seine fishing. A full herring seine is required.

## **ADDITIONAL DETAILS:**

Fisheries and Oceans Canada will provide the following:

- 1. Provision of the survey design and scientific guidance in the execution of the survey.
- 2. Provision of PBS dive safety officer to check and verify all certifications submitted by SCUBA divers participating in the survey (CSA Occupational SCUBA certificates, valid dive medical clearance and valid first aid/ CPR).
- 3. Provision of scientific staff to provide on grounds audits of the performance of the dive survey teams in each area, and ensure the survey is conducted in accordance with standard survey protocol.
- 4. Provision of DFO managers' time to monitor daily activities of the vessels in each of the areas.
- 5. Provision of equipment required for dive surveys (i.e. log sheets, lead lines, quadrats, diver floats, transect maps for each area; computer program for data entry)
- 6. Entry of all dive data forms completed during the survey and validation of all data (both electronic and paper) collected, and archival of these data.
- 7. Provision of spawn survey information collected during the charters.
- 8. Documentation of survey results in the Fisheries and Aquatic Sciences Data Report series
- 9. Monitoring of survey program activities to ensure they are being implemented according to agreed upon standards and criteria.

#### **EVALUATION CRITERIA**

## MANDATORY REQUIREMENTS:

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

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	Bidders must demonstrate they have the resources necessary to carry out the project. All vessels being offered must conform fully to Transport Canada safety requirements (valid certification), must meet all regulatory requirements, and must be in excellent condition.		
M2	Divers must have CSA Occupational Scuba certification.		

## **RATED REQUIREMENTS:**

Proposals should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

No.	Rated Requirements	Points
R1	Indications of a clear understanding of the requirement and objectives of the project.  Clear understanding and well detailed (25 points) Details missing, vague understanding (15 points) Not answered, or not written well (0 points)	25
R2	Provide a summary of the intended approaches to be used to carry out the outlined work.  Clear understanding and well detailed (25 points) Details missing, vague understanding (15 points) Not answered, or not written well (0 points)	25

R3	Demonstrate experience (min 3 yrs required) with BC wide stock assessment survey projects.  8 or more years (10 points) 3 – 7 years (5 points) 2 or less years (0 points)	10
R4	Demonstrate seine test vessel and dive crew resources. Provide details regarding vessels being offered. Provide details regarding crew experience. Demonstrate each vessel for each area meets the dive vessel and dive crew requirements outlined in statement of work.	40
	Clearly detailed for all areas and fully meets requirement (40 points)  Details missing, insufficient experience (20 points)  Not enough adequate resources (0 points)	

# Total points: 100 points maximum

## **COST EVALUATION (total maximum of 100 points)**

Of those proposals determined to be technically responsive, the lowest cost proposal, based on the pricing table in the statement of work, will be awarded the maximum number of points assigned for cost (100 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

# BASIS OF SELECTION: Rated Requirements is worth 80% & Cost Evaluation is worth 20%

The compliant bidder with the highest combined rated criteria points (80%) and price points (20%) shall be selected as the bidder providing best value.

## GENERAL CONDITIONS MINOR SERVICES

#### 1. In the Contract

- 1.1 "Minister", "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.
- 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 person, entity or entities named in the Contract to supply goods, services or both to Canada.
- 1.4 "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.
- 1.5 "Novation", means the substitution of a new contract between the same or different parties.
- 1.6 "Enure", means to serve to the use, benefit, or advantage of a person (variant of "inure").
- 2. In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up this Contract, these General Conditions govern.
- 3. This Contract, including these General Conditions, forms the entire Contract between the Minister and the Contractor, and no variation thereof, irrespective of the wording or terms of the Contractor's acceptance, will be effective, unless specifically agreed in writing by the Minister. No local, general or trade customs shall be deemed to vary the terms thereof.
- 4. The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

#### 5. Conduct of the Work

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

5.2 The Contractor must perform the Work diligently and efficiently, except for Government Property, supply everything necessary to perform the Work, 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, select and employ a sufficient number of qualified people, 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, and provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

## 6. Assignment, Novation and Subcontracting

- 6.1 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.
- 6.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 6.3 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.
- 6.4 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.
- 7. No payment shall be made to the Contractor unless or until invoices and all documents are submitted in accordance with the terms of the Contract and the Contractor, if required to do so, establishes to the satisfaction of the Minister that all materials, parts, work-in-process or finished work in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.
- 8. Unless otherwise specified in the Contract, payment shall be made only in Canadian Funds after presentation of the required documents and after delivery of all items and performance of all services required in this Contract. Such payment shall not constitute acceptance of satisfactory completion of the Contract.
- 9. All specifications, drawings, patterns, samples and other information furnished to the Contractor in connection with the Contract shall be used solely for the purpose of carrying out the work and for no other purpose except with the consent in writing of the Minister and shall remain the property of the Minister and be returned on request at the expense of the Contractor.
- 10. The Contract, the specifications and all information issued, used or disclosed in connection with the Work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Minister for the protection of the same.
- 11. Time shall be of the essence of the Contract and every part thereof, except as may be otherwise provided.

- 12. The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised, or offered to any official or employee of Her Majesty for, or with a view to, the obtaining of the Contract by the Contractor.
- 13. No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.
- 14. The Contractor shall comply with all provincial and federal legislation, regulations and policies affecting conditions of work and wage rates, as well as the health and safety of workers.
- 15. The Contractor must obtain and maintain in good standing all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation and will provide copies thereof to Canada upon request.
- 16. The Contractor shall be responsible for the health and safety of all persons granted access to the site 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.
- 17. The Contractor shall ensure that every person granted access to the work place conducts himself/herself in a safe manner and has all prescribed safety material, equipment, devices and clothing.
- 18. The Contractor shall ensure that each person engaged in the Work is properly trained in all necessary safety procedures.
- 19. 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. 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.
- 20. 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.
- 21. 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.
- 22. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 23. The Minister may at any time by notice in writing suspend the work of the Contractor or any part thereof.
- 24. This Contract in its entirety or any part thereof may be terminated by the Minister upon written notice. On such termination the Contractor shall have no claim against the Her Majesty for any payment except payment for services performed up to the date of such termination.
- 25. The Contractor shall keep proper accounts and records of costs and expenditures in connection with this Contract, including paid invoices and shall make them available to the Minister, on request, for audit and inspection at any time.
- 26. 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.
- 27. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to 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 servants or agents in performing the Work or as a result of the Work.
- 28. 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 and the Values and Ethics Code for the Public Service cannot derive any direct benefit resulting from the Contract.
- 29. It is a term of this Contract that during the term of the Contract any persons engaged in the course of 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.

30. 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.

#### 31. Environmental Considerations

- 31.1 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.
- 31.2 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.
- 31.3 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 Wavers Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 31.4 Contractors will be fully aware of their obligations as defined under the "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".
- 31.5 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.

#### 32. Taxes

32.1 Municipal Taxes do not apply.

#### 32.2 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:

## British Columbia – PST-1000-5001 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 Prince Edward Island.
- 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.

#### 32.3 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.

#### 32.4 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.

## 32.5 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.

#### 33. Payment by Her Majesty to the Contractor will be made:

- in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed progress claim, or
- in the case of a final payment, or where the Contract specifies payment upon completion, within thirty (30) days following the date on which a duly completed final progress claim or invoice is received according to the terms of the Contract, or within thirty (30) days following the date on which the work is completed, whichever is the later.
- 33.3 if Her Majesty has any objection to the form of the progress claim or invoice, within fifteen (15) days of its receipt, she shall notify the Contractor of the nature of the objection. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in Articles 26.1 and 26.2 to apply for the sole purpose of calculating interest on overdue accounts.

## 34. Payment of Interest on Overdue Accounts

34.1 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.

- 34.2 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.
- 34.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

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

#### 35. Certification - Contingency Fees

- 35.1 The Contractor certifies that is 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.
- 35.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.
- 35.3 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 20 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.

#### 35.4 In this Section:

- 35.4.1 "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;
- 35.4.2 "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 Lobbyist Registration Act R.S. 1985 c. 44 (4th Supplement) or as may be amended.

## 36. Lump Sum Payment - Work Force Reduction Programs

#### 36.1 It is a term of the contract that:

- 36.1.1 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;
- 36.1.2 the Contractor has informed the Minister of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based.

#### 37. Liability and Disability Insurance

The Contractor shall, concurrently with the execution of the work, place and maintain at all times during the execution of the work covered by this contract, sufficient Public Liability and Property Damage insurance against personal injuries and loss or damage to property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work. The insurance must provide coverage for all risks that the Contractor may encounter during the execution of the work, including those that may be encountered during work.

The Contractor shall, prior to the commencement of the work, provide proof that all provincial requirement respecting Workers' Compensation legislation of the like has been complied with or provide proof that accident disability insurance in form satisfactory to the Minister has been placed.

#### 38. International Sanctions

- 38.1 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: <a href="http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp">http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp</a>.
- 38.2 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 31.1.
- 38.3 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 shall then apply.

#### 39. The Code of Conduct for Procurement

- 39.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
  - a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c.44 (4<sup>th</sup> Supplement) applies;

b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under 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 du Canada, or under 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*.

- 39.2 The Bidders confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 39.3 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 <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.gc.ca</a>. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 39.4 For further information, the Bidder may refer to the following PWGSC site: <a href="http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html">http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html</a>

#### INSURANCE CONDITIONS

#### MARINE LIABILITY INSURANCE REQUIREMENTS

- 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 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 <u>Department of Justice</u>
    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.

## **Additional Vessel Charter Contract Conditions**

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.

#### 2. The Contractor must:

a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;

- b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
- c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
- d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
- 3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
- 4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
- 5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
- 6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FORMER PUBLIC SERVANT CERTIFICATION

## FORMER PUBLIC SERVANT CERTIFICATION

#### **Former Public Servants Certification**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### **Definitions**

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

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

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

## **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force
reduction program? YES ( ) NO ( )
If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Signature	Date