



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
Fisheries and Oceans, Canada  
TENDER SUBMISSION  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

April 1, 2015

Subject: Request for Proposal No. F5211-150027  
Title: **Vessel charter for DFO Cetacean and Sea Turtle survey off southwest coast of Vancouver Island, BC**

Dear Sir/Madam:

Fisheries and Oceans Canada have a requirement for these services to be carried out in accordance with the **attached documentation** as **noted in the Index**. The services are to be performed during the period commencing upon May 1<sup>st</sup>, 2015 through to and including April 30<sup>th</sup>, 2016 with the possibility of two (2) additional one (1) year option periods, to be determined at the discretion of Fisheries and Oceans Canada.

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](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: April 20, 2015**.

Any tender received after that time will be considered late. 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 Kim Walker at the Fredericton Procurement Hub e-mail at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Bidders should note that all questions regarding this request for proposals must be submitted in writing, **no later than April 13<sup>th</sup>, 2015, 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 may be unable to respond to questions submitted after that date.

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

Yours Truly,

Kimberly Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

Attach.

**APPENDICES**

**REQUEST FOR PROPOSAL –**

*Vessel charter for DFO Cetacean and Sea Turtle survey off southwest coast of Vancouver Island, BC*

1. Letter of Invitation
2. Offer of Services / Contract Form
3. General Conditions – Manual Services
4. Instructions to Tenderers
5. Terms of Payment
6. Insurance Conditions
7. Additional Vessel Charter Conditions
8. Statement of Work
9. Charter Vessel Application Form
10. Evaluation Criteria
11. Certification Former Public Servant

**Bid Closing Date: April 20<sup>th</sup>, 2015**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Financial Coding: 51870-36B-17R-4103-9S255**  
**Contract/File No: F5211-150027**

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**ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM  
REQUEST FOR PROPOSALS FOR:**

*Vessel charter for DFO Cetacean and Sea Turtle survey off southwest coast of Vancouver Island, BC*

**1. PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Complete Name and Address)*

**2. PERFORMANCE OF WORK**

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

**3. CONTRACT DOCUMENTS**

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

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document attached and entitled "General Conditions";
3. Document attached and entitled "Terms of Payment";
4. Document attached and entitled "Statement of Work";
5. Document attached and entitled "Charter Vessel Application Form";
6. Document attached and entitled "Insurance Conditions";
7. Document attached and entitled "Additional Vessel Charter Conditions";

4. **SECURITY**

Not Applicable

5. **DISCREPANCIES**

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

6. **CONTRACT PERIOD**

The Contractor hereby offers to perform the work commencing on May 1, 2015 through to April 30, 2016, with options to renew for 2 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be May 1, 2016 through to April 30, 2017, May 1, 2017 through to April 30, 2018.

The Project work will take place between May and March of each year. Exact dates will be determined by the DFO Project Authority.

7. **TENDERED PRICES**

**7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

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

The hourly rate is to include all costs except fuel. Fuel will be available through a call-up on a standing offer set up by the Department. This process will be discussed upon contract award between the Contractor and the Project Authority.

Vessel Name: \_\_\_\_\_

**Initial contract period May 1, 2015 – April 30, 2016**

\$ \_\_\_\_\_ + GST/HST **per hour** of charter fishing

**1<sup>st</sup> option year May 1, 2016 – April 30, 2017**

\$ \_\_\_\_\_ + GST/HST **per hour** of charter fishing

**2<sup>nd</sup> option year May 1, 2017 – April 30, 2018**

\$ \_\_\_\_\_ + GST/HST **per hour** of charter fishing

**8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

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

**9. SUBMISSION**

The Contractor submits herewith the following:

- a) **Offer of Services/Contract Form  
(Duly Completed and Signed)**
- b) **Charter Vessel Application Form**
- c) **Certification Former Public Servant**
- d) **Bid Proposal**

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

**10. 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:

- 10.1 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:
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- 10.2 The status of the contractor (individual, unincorporated business, corporation or partnership:
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10.3 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:

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10.4 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:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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Print Name of Signatory

**11. 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.

**12. NO EXPRESS COLLABORATION**

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

**13. CONTRACT**

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this

Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

**14. RIGHTS OF THE MINISTER**

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

**15. REPLACEMENT OF PERSONNEL**

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

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

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

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

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

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

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



requirements of the Contract.

**16. ADDENDUM**

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

ADDENDUM NO.	DATE
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

Contractor's signature \_\_\_\_\_

**17. CONTRACTOR'S ADDRESS**

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

**18. DEPARTMENTAL PERSONNEL**

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

Kimberly Walker  
Senior Contracting Officer  
Fredericton Procurement Hub  
Fisheries and Oceans  
301 Bishop Drive  
Fredericton NB  
E3C 2M6  
Telephone: (506) 452-3624  
Facsimile: (506) 452-3676

**PROJECT AUTHORITY**  
(To be completed upon contract award)

**19. SIGNATURE FOR OFFER OF SERVICES**

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

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

In the Presence of

**For the Contractor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

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**ACCEPTANCE UPON AWARD**

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

**Accepted on behalf of Her Majesty the Queen in right of Canada this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

\_\_\_\_\_  
**Position**

## General Conditions – Manual Services

### Text:

- 01 Interpretation
- 02 Powers of Canada
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- 28 Entire Agreement

### **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:
    - 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.

### 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 31<sup>st</sup> 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 (4<sup>th</sup> 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](mailto: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](http://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>.

## INSTRUCTIONS TO TENDERERS

### 1. DEFINITIONS

#### In the Request for Quotation

- 1.1. the terms quotation, 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 Quotation.
- 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 Quotation. 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. Where a tender return envelope has been provided. The name and address of the tenderer are to be entered in the "Submitted by" space provided on the face of the envelope.
- 2.4. Where a tender return envelope template has been provided, bidders shall provide their 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 Quotation as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Quotation.
- 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. AMENDMENTS TO TENDER DOCUMENTS

- 5.1. Requests for suggested amendments to the tender documents shall not be considered unless the request is received at least seven (7) days before the date set for the closing of tenders.

6. REVISION OF TENDERS

- 6.1. 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.

7. TENDER SECURITY

- 7.1. If specified in the Request for Quotation, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 7.2. 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.

8. CONTRACT SECURITY

- 8.1. If specified in the Request for Quotation, 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.
- 8.2. 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.

9. INSURANCE

- 9.1. If specified in the Request for Quotation, 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.
- 9.2. 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.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 10.1. 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**.

11. PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS, IF APPLICABLE

- 11.1. If this Request for Quotation is set aside for Aboriginal suppliers, in accordance with the Procurement Strategy for Aboriginal Business, the tenderer must certify in its tender that it is an Aboriginal business or an eligible joint venture, as defined in the attached certification(s). It is **mandatory** that the requirements in the attached certification(s) be met or the tender **will not be considered**.

12. SIGNING OF DOCUMENTS

- 12.1. See attached form entitled "Requirements for Signature and Description of Parties other than Her Majesty".



### 13. TENDER VALIDITY PERIOD

- 13.1. Unless otherwise specified in the Request for Quotation, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 13.2. Notwithstanding Article 13.1, 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.
- 13.3. 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.

### 14. INCOMPLETE TENDERS

- 14.1. Incomplete or conditional tenders **will** be rejected.
- 14.2. Tenders that omit any mandatory requirements specified in the Request for Quotation **will** be rejected.
- 14.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

### 15. REFERENCES

- 15.1. 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.

### 16. LOWEST TENDER NOT NECESSARILY ACCEPTED

- 16.1. The lowest or any tender will not necessarily be accepted.

### 17. THE CODE OF CONDUCT FOR PROCUREMENT

- 17.1 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 (4th 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 of 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*.

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

17.3 For further information, the Bidder may refer to the following PWGSC site :

<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html>.

## **TERMS OF PAYMENT**

### **1. DEFINITION**

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

### **2. BASIS OF PAYMENT**

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

### **3. METHOD OF PAYMENT**

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

### **4. INVOICE ADDRESS**

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](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

**5. LIMITATION OF EXPENDITURE**

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

**6. PROVINCIAL SALES TAX**

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

British Columbia – PST-1000-5001

Manitoba 390-516-0

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

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

**Quebec Sales Tax (QST)**

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

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Signature of Contracting Authority

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

## INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions.

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.

**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.
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.



## **STATEMENT OF WORK**

### **Title**

Vessel Survey for DFO Cetacean and Sea Turtle survey off southwest coast of Vancouver Island, BC

### **Contract Period**

May 1, 2015 through to April 30, 2016, with option to renew for 2 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO)

Option periods if exercised will be May 1, 2016 through to April 30, 2017 and May 1, 2017 through to April 30, 2018

Survey / Project dates: The Project work will take place between May through to March. Exact dates will be determined by the DFO Project Authority.

### **Background**

Annual cetacean and sea turtle surveys are conducted off the South West Coast of Vancouver Island (up to Estevan Pt.) to fill knowledge gaps in cetacean distribution, population size, and habitat use, as well as killer whale diet studies. Contractors have been hired in the past to perform vessel operations and sampling in close proximity to cetaceans, with an expert understanding of cetacean behaviour is required to complete this objective while minimizing cetacean disturbance and maintaining consistency in data collection in accordance with SARA research permitting regulations.

### **Scope of Work**

The estimated level of effort would require the Contractor for up to approximately 65 days, but is dependent on budget and bidders cost, of custom day-charter cetacean and sea turtle survey and research sampling effort off southwest Vancouver Island, seeking observations and encounters with killer whales, leatherback sea turtles and other cetaceans to obtain photo identifications and prey samples, as well as acoustic recordings. The successful bidder will be responsible for both the vessel operations related to the survey effort and independently conducting the research services required.

### **Survey Details**

Each whale or sea turtle encounter will be documented with time, GPS coordinates, weather, and be accompanied by detailed descriptions of species, number of animals present, and behavioural observations. Photo identification and prey sampling will require safe, close approach to a single, or group, of target animals (often within 100m), capture ID quality catalogue photos of individual animals, any injuries or abnormalities. Photo identification techniques will be described and protocol training provided, as needed. Prey sampling will require good knowledge of animal behaviour to identify foraging episodes, followed by swift, but safe approach to the "kill zone" to sample scraps of prey from the water with a dipnet and proper storage. Protocols

and training will be provided, as needed. Acoustic recording will involve the use of a hydrophone placed in the water, attached to a digital recorder, to capture whale vocalizations during periods of behavioural observations.

These precise sampling and data collection techniques require a stable, manoeuvrable vessel platform capable of maintaining good and safe sea keeping abilities off the exposed southwest coast of Vancouver Island, along with a vessel operator and researcher with demonstrated prior research experience to provide the precision and timing needed to successfully conduct these techniques with minimal disturbance to whales.

Survey days, distance (up to 250 nautical miles (nm) without re-fuelling) and operational hours (up to all daylight hours) are to be determined based on real-time whale sightings and weather in the region. As such, the contractor, vessel and crew must remain on “standby” for the duration of the contract, available to survey on short notice (often with less than 24 hours’ notice) and will be required to depart from a local port of southwest Vancouver Island to maximize availability and fuel savings. Total survey days may not meet the full number of days estimated, due to weather or whale availability. Schedules can be negotiable based on prior commitments, but maximum possible availability is key to this contract work.

The Contractor shall provide a Captain and qualified Researcher (these roles can be occupied by the same individual). The Captain shall be responsible for all matters relating to safety of personnel, vessel, and equipment operation. The Captain shall adhere at all times to Navigational Rules and Rules of the Road whether it be while towing, running, drifting, or when at anchor. The Researcher shall be responsible for sound data and sample collection techniques and instructing the Captain in maintaining safe vessel operations around cetaceans. All safety and navigational equipment specified as minimum requirements in this Statement of Work, and that which is not specified but necessary for the safe and continued operation of the vessel, shall be operational at the beginning of the survey and maintained in working order throughout the duration of the contract.

## **Specifications**

### **Vessel Requirements**

1. Vessel with minimum overall length of 25 ft.
2. Vessel is compliant under Transport Canada regulations. Safety Inspection Certificates:
  - o 1. SIC29 if vessel is less than 150 GRT;
  - o 2. SIC 31 if vessel is greater than 150GRT
3. Vessel has high speed capabilities and fuel capacity to cover a large area without refuelling (minimum 250nm per day of daylight, approx. 12hrs) (Fuel Capacity)
4. Vessel has adequate fuel for possible multiday survey effort (greater than 400nm daily range) without need to refuel. (Fuel Efficiency)
5. Vessel has an average cruising speed of 20 nm/hr for survey effort and can operate much slower during close proximity work with cetaceans (to maintain constant slow speed and reduce noise disturbance to whales).
6. Vessel is sufficiently powered to maintain good and safe sea keeping abilities for work off the exposed coast of Southwest Vancouver Island.

7. Vessel provides good visibility from the helm or viewing platform (if vessel can be operated from viewing platform) so that the Captain can see whales and safely manoeuvre during close-up photo identification, and prey sampling work.
8. Vessel includes a viewing platform or bridge at a minimum 4m height of eye, with unobstructed visibility from ahead to 90 degrees on the port and starboard sides of the vessel.
9. Vessel is manoeuvrable and has a stable platform for conducting precise sampling (i.e. photo ID, collecting prey samples out of the water).

### **Vessel Crew Requirements**

1. The minimum crew requirements shall consist of a Captain and Researcher (the positions can be held by the same individual).
2. One (1) crew member must be certified with minimum MEDS Level A3 training.
3. At least one (1) vessel crew member certified in first aid.
4. Crew will be able to maintain long operational hours (all daylight hours).
5. Crew must be able to operate a survey with less than 24 hours' notice, departing from a south west coast Vancouver Island location to maximize use of whale sighting reports to direct survey effort
6. Captain must have a valid vessel operator's licence for the size and rating of the survey vessel
7. Captain must have a minimum of five (5) years' experience as the master of a comparable-sized vessel off the south west coast of Vancouver Island
8. Captain must have extensive local knowledge, including weather conditions and locations of secure anchorages.
9. Captain must be competent in the use of modern navigational equipment.
10. Captain OR Researcher is authorized, and in good standing, to approach within 100m of a marine mammal under a SARA and Fishery Act marine mammal research permit.
11. The Captain or the Researcher has extensive experience (minimum 5 years) operating in a research or survey capacity at close proximity to cetaceans.
12. Points will be given if Captain OR Researcher has experience in whale surveying at close approach (vessel operations within 100m of cetaceans)
13. Points will be given if the Researcher has proven cetacean behaviour and species identification expertise, including killer whale ecotype distinctions
14. Points will be given if the Researcher has extensive experience in carrying out cetacean survey efforts to find cetaceans, and subsequently, successfully, collect photo identification, prey and fecal sampling.
15. Captain OR Researcher maintains membership in a formal or informal network of mariners (local to SW Vancouver Island), from which they can solicit real-time cetacean sighting reports.

### **Equipment Requirements**

1. VHF (Very High Frequency) radios, DSC (Digital Selective Calling) equipped, Class D (minimum 1 fixed and 2 portable).
2. GPS (Global Positioning System)
3. Radar with minimum range of 16nm.
4. Video depth sounder

5. EPIRB (Emergency Position Indicating Radio Beacon) with built in GPS and hydrostatic release, must be affixed to the exterior of the vessel.
6. GPS capabilities to connect to a computer for track download.
7. AIS (Automatic Identification System), Class B equipped
8. Transport Canada approved life raft
9. Vessel shall have on board, exposure suits for all personnel on board
10. Vessel has specialized on-board research equipment (meeting DFO protocol standards) including:
  - a) Prey sampling tools.
  - b) Hydrophone and digital recording device.
  - c) Photo identification equipment (high resolution camera with high quality 35mm telephoto lens)

### **Change Management Procedures**

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **Project Management Control Procedures**

- The Project Authority and/or Project Manager will oversee progress, address any concerns and discuss ongoing efforts with the Contractor.
- DFO personnel are not normally on the vessel but may be present for training or if a rare species is sighted and if needed for additional more specialized sampling.
- Work breakdown will be discussed at the time of contract award to accomplish and complete the work within the Contract timeline. Additionally bi-weekly consultation with the Project Authority and/or Project Manager will take place to ensure priorities are updated.
- Project updates can be provided in person or via teleconference or email.

### **Progress and Deliverables**

The project will be considered successful upon the completion of the survey and research sampling of cetacean and sea turtles. Provision of photos, recordings, samples, associated data, vessel track and effort information will be required for contract completion. The Project Authority will verify the documentation prior in comparison to the submitted invoice prior to approving payment monthly.

### **Pricing and Basis of Payment**

Please complete the pricing table in “Annex A – Offer of Service” section 7.

The hourly rate is to include all costs except fuel. Fuel will be available through a call-up on a standing offer set up by the Department. This process will be discussed upon contract award between the Contractor and the Project Authority.

Invoices are subject to the attached "Terms of Payment"

**Location of Work, Work site**

West coast Vancouver Island from Sooke to Kyuquot and offshore Canadian waters

**Language of Work**

The Language of work for this requirement is English.

**Intellectual Property**

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

**Security Requirements**

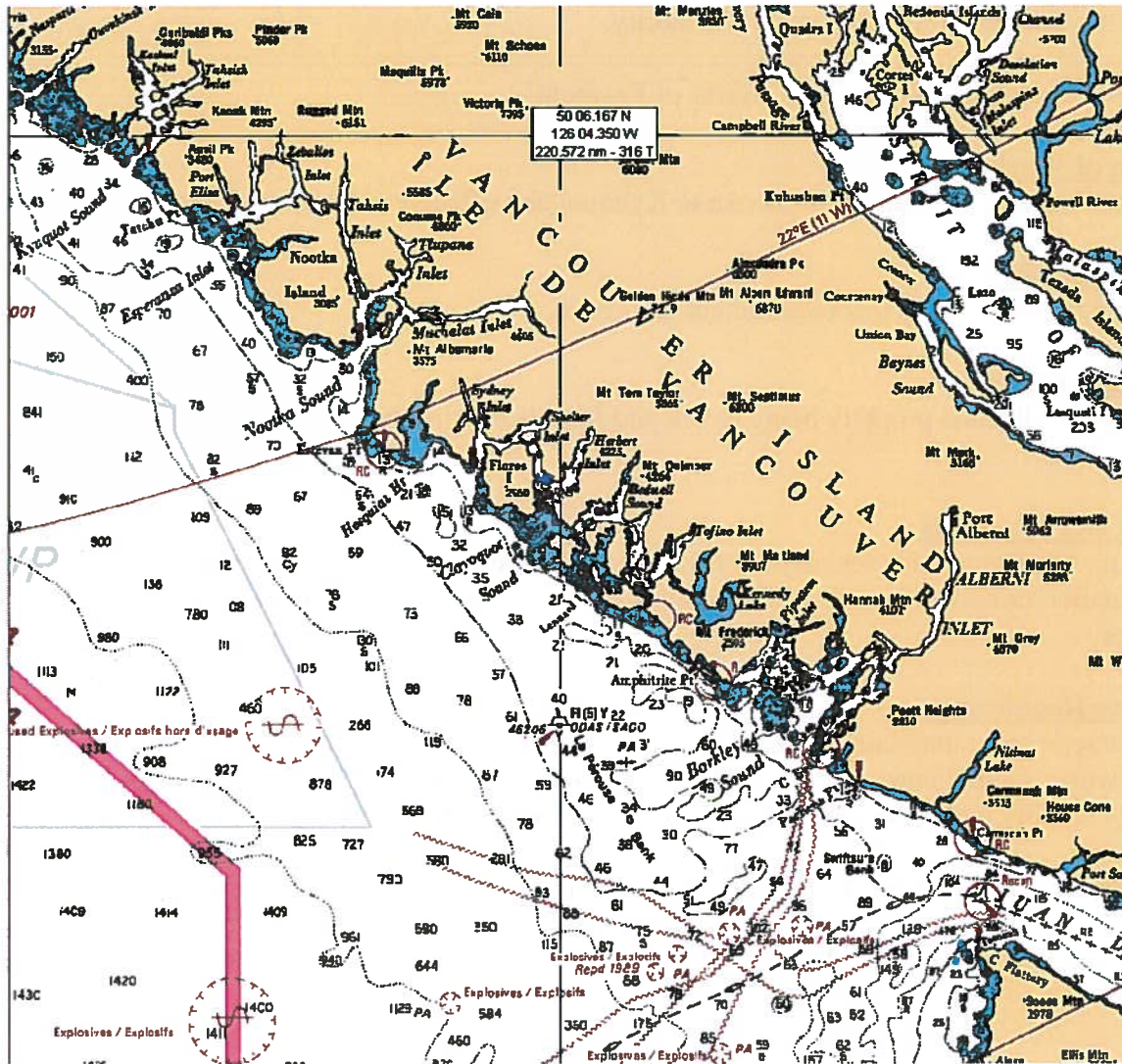
There is no requirement for security for this requirement as there will be no access to facilities, documentation or networks. All work will take place offsite on the vessel provided by the contractor.

**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.

# MAP OF SURVEY AREA



**Contract/File No.  
F5211-150027**

**CHARTER VESSEL APPLICATION FORM**

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

**1. OWNER(S)**

Name(s)	Address	Phone

**2. CAPTAIN**

Name	Address	Phone

Experience off South West Vancouver Island	Experience in Cetacean research
as Master	
as Researcher	

**3. RESEARCHER**

Name	Address	Phone

Experience off West Vancouver Island	Experience in Cetacean research
as Master	
as Researcher	

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

\_\_\_\_\_  
Name, address and phone number.

**4. DESCRIPTION OF VESSEL:**

Register number		Year constructed	
Length		Construction material	
Beam		# of crew (include skipper)	
Draft		Carrying capacity (tons)	
Gross tonnage		Immersion Suits (qty)	
Registered tonnage		Height of eye at highest viewing platform	
Name and engine type		Degrees unobstructed visibility at helm	
Engine horsepower		Degrees unobstructed visibility at viewing platform	
Fuel capacity		Freezer capacity for Samples (cubic feet)	
Cruising speed		Electrical power	
Fuel consumption at cruising speed			

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

Date \_\_\_\_\_

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

**6. ELECTRONIC NAVIGATION/FISH DETECTION EQUIPMENT:**

Equipment	# operational units	Make	Model
Video depth sounders			
Radar (min range 16nm)			
VHF Radios			
- fixed			
- portable			
GPS/Plotter			
Additional			
EPIRB (affixed to exterior)			



## EVALUATION CRITERIA

### Title

Vessel charter for DFO Cetacean and Sea Turtle survey off southwest coast of Vancouver Island, BC

### **PROPOSALS:**

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the 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.

Information provided will be used to assess against both mandatory and rated criteria. The Contractor shall cite specific examples from their work history that will address both components. For the purposes of this proposal, "experience" shall infer that the Captain and/or Researcher have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted.

No.	Mandatory Criteria	Meets criteria yes/no	Proposal page no.	Comments
M1	<b>VESSEL REQUIREMENTS</b> Vessel is compliant with Transport Canada regulations for a vessel of its size and rating. Bidder to provide copies of Registration AND Inspection Certificates.			
M2	Bidder has completed the Charter Vessel Application Form in <u>full</u> .			

<b>M3</b>	<b>VESSEL CREW REQUIREMENTS</b> One (1) crew member must be certified with MEDS Level A3 training. Bidder to provide copy of valid certificate.			
<b>M4</b>	At least one vessel crew member certified in first aid. Please provide Certificate			
<b>M5</b>	Captain shall have a valid operator's license for the size and rating of the charter vessel. Bidder to provide copy of current operator's license.			
<b>M6</b>	Captain must have a minimum of five (5) years' experience, within the past 10 years as the master of a comparable-sized vessel off the south west coast of Vancouver Island (to ensure good local knowledge of weather, safe navigation, etc). Bidder to provide resume of past employment			
<b>M7</b>	The bidder must provide proof of prior demonstrated survey research experience like those described in the Statement of Work (within the past 3 years).			
<b>M8</b>	The Captain or the Researcher is, authorized in good standing, to approach within 100m of a cetacean under a SARA and Fishery Act marine mammal research permit. Bidder to provide copy of current permit.			
	<b>EQUIPMENT REQUIREMENTS (Photo's required)</b>			
<b>M9</b>	VHF radios (minimum 1 fixed and 1 portable).			

<b>M10</b>	GPS			
<b>M11</b>	Radar – with minimum range of 16nm.			
<b>M12</b>	Video depth sounder			
<b>M13</b>	EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel.			

<b>RATED CRITERIA</b>	<b>Comments</b>
<p><b>Experience &amp; Equipment</b> (Maximum available points: 70)</p> <ol style="list-style-type: none"> <li>Vessel is equipped has adequate fuel for multiday survey effort greater than 400nm (nautical miles) daily range without the need to refuel <b>(3 points)</b></li> <li>Captain is willing to undertake multiday survey efforts, when needed or requested. <b>(3 points)</b></li> <li>GPS with capabilities to connect to a computer for track download <b>(2 point)</b></li> <li>AIS Class B equipped <b>(2 point)</b></li> <li>Transport Canada approved life raft and immersion suits for all persons on board <b>(4 point)</b></li> <li>Vessel has specialized on-board research equipment including: <ol style="list-style-type: none"> <li>Prey sampling tools.</li> <li>Hydrophone and digital recording device.</li> <li>Photo identification equipment (high resolution camera with high quality telephoto lens)</li> </ol> <b>(6 points)</b> </li> <li>The Captain or the Researcher maintains membership in a formal or informal network of mariners. Bidder to provide descriptive summary of network. <b>(10 points)</b></li> </ol>	<p>3 pts. for providing proof of vessel fuel capacity &gt;400nm daily range without refueling</p> <p>3 pts. for a statement confirming the Captain will to conduct multiday surveys if requested</p> <p>Yes = 2 pts. No = 0 pts.</p> <p>Yes = 2 pts. No = 0 pts.</p> <p>2 pt. for life raft 2 pt. if immersion suits for all on board</p> <p>a) Yes = 2 pts. No = 0 pts. b) Yes = 2 pts. No = 0 pts. c) Yes = 2 pts. No = 0 pts. (Pictures must be provided)</p> <p>10 pts. for a clear, descriptive summary detailing prior experience including references (contact info., Permit #) 5 pts. for a summary missing details and experience 0 pts. if no details are provided</p>

<p>9. Captain AND Researcher (both positions can be held by the same person) have experience in the field of Marine Mammal research operating in a cetacean research or survey capacity. Bidder to provide descriptive summary of prior experience, including type of research or survey, location, Project Authority's/Project Lead's information for verification purposes. <b>(10 points)</b></p>	<p>1 pt. for every year of combined experience, up to 10 pts (Example: Captain has 2 yrs experience and the Researcher has 4 yrs. Giving them a total of 6 pts.)</p>
<p>10. Captain OR Researcher is experienced in cetacean surveying at close approach to cetaceans (vessel operations within 100m). Bidder to provide descriptive summary of prior experience, including name of research or survey, location, Permit #, project authority's information for verification purposes. <b>(10 points)</b></p>	<p>10 pts. for a clear, descriptive summary 5 pts. for a summary missing details and experience 0 pts. if no details are provided</p>
<p>11. Researcher has proven marine mammal behaviour and species identification expertise, including killer whale ecotype distinctions. Bidder to provide descriptive summary of prior experience, including references to demonstrate expertise. <b>(10 points)</b></p>	<p>10 pts. for a clear, descriptive summary detailing prior experience including references (contact info., Permit #) 5 pts. for a summary missing details and experience 0 pts. if no details are provided</p>
<p>12. Researcher has extensive experience in carrying out cetacean surveys to find cetaceans, collecting photo identification, and prey and fecal sampling as described in the SOW. Bidder to provide descriptive summary of prior experience, including references. <b>(10 points)</b></p>	<p>10 pts. for a clear, descriptive summary detailing prior experience including references (contact info., Permit #) 5 pts. for a summary missing details and experience 0 pts. if no details are provided</p>

**Total points (R1 through to and including R12): 70 points maximum (45 points minimum)**

**Proposals MUST receive a rated requirements minimum score of 45 points in order to be considered technically responsive. Those not meeting the minimum score of 45 points will not be considered further.**

**Cost Evaluation (total maximum of 30 points)**

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 hourly rate is to include all costs except fuel. Fuel will be available through a call-up on a standing offer set up by the Department. This process will be discussed upon contract award between the Contractor and the Project Authority.

**BASIS OF SELECTION**

The bidder with the highest combined points shall be selected and awarded the contract.

**FORMER PUBLIC SERVANT**

**FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION**

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

Definitions

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity

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

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

Former Public Servant in Receipt of a Pension

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

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

- A. name of former public servant;

B. date of termination of employment or retirement from the Public Service

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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**Signature**

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**Date**

