



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

August 11, 2015

Subject: Request for Proposal No. F5211-150249  
Title: *Vessel for DFO Cetacean Survey off the Central and North Coast of British Columbia*

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 contract award through to and including May 31, 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)

Tender documents MUST be downloaded from [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) . 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 standing offer or contract.

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: August 26, 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 August 20, 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 for DFO Cetacean Survey off the Central and North Coast of British Columbia*

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

Fisheries and Oceans

**Bid Closing Date: August 26, 2015**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Financial Coding: 51870-36B-17R-0520-9S240**  
**Contract/File No: F5211-150249**

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

*Vessel for DFO Cetacean Survey off the Central and North Coast of British Columbia*

**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 upon contract award through to May 31, 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 June 1, 2016 through to May 31, 2017, June 1, 2017 through to May 31, 2018.

Survey / Project dates: Project work in the Fall will take place in September or October. Project work in the Summer will take place in July or August. Exact dates will be determined by the DFO Project Authority.

7. **TENDERED PRICES**

**7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

The Bidder must provide and all-inclusive cost below to include all cost associated to carry out this project except fuel as identified in the Statement of Work. 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: \_\_\_\_\_

**September/October 2015**

Total Vessel Cost per day estimate \$ \_\_\_\_\_

**Optional period - July/August 2016**

Total Vessel Cost per day estimate \$ \_\_\_\_\_

**Optional period – September/October 2016**

Total Vessel Cost per day estimate \$ \_\_\_\_\_

**Optional period - July/August 2017**

Total Vessel Cost per day estimate \$ \_\_\_\_\_

**Optional period - September/October 2017**

Total Vessel Cost per day estimate \$ \_\_\_\_\_

**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:

\_\_\_\_\_

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 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
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29 The Code of Conduct for Procurement

**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 [opo.boa@opo.boa.gc.ca](mailto:opo.boa@opo.boa.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 Proposal

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

### 2. TENDER CLOSING

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

### 3. TENDER OPENING

In the case of a Public Tender Opening

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

**4. OFFICIAL TENDER FORMAT**

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

**5. REVISION OF TENDERS**

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

**6. TENDER SECURITY**

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

**7. CONTRACT SECURITY**

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

**8. INSURANCE**

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



**9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

**10. TENDER VALIDITY PERIOD**

10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

**11. INCOMPLETE TENDERS**

11.1. Incomplete or conditional tenders will be rejected.

11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

**12. REFERENCES**

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

**13. LOWEST TENDER NOT NECESSARILY ACCEPTED**

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

**14. RIGHTS OF CANADA**

14.1. Canada reserves the right to:

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

## 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 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.

## STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

**Vessel for DFO Cetacean Survey off the Central and North Coast of British Columbia**

#### 1.2 Contract Period

Upon contract award through to May 31, 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 June 1, 2016 through to May 31, 2017 and June 1, 2017 through to May 31, 2018

Survey / Project dates: Project work in the Fall will take place in September or October. Project work in the Summer will take place in July or August. Exact dates will be determined by the DFO Project Authority.

#### 1.3 Introduction

Vessel services are required to survey for cetaceans off the west coast of Vancouver Island (as far south as Estevan Pt.), the Central Coast and the North Coast of BC, Hecate Strait, and Queen Charlotte Sound. One survey (of 13-14 subsequent days) will be conducted, with overnight accommodation on board the vessel for six (6) research crew. Survey will focus on seeking observations and encounters with cetaceans (focus on species at risk) to obtain photo identification, biopsy and fecal samples, prey samples, and satellite tagging based on current protocols in use by DFO Pacific. A stable, manoeuvrable platform capable of maintaining good and safe sea keeping abilities off the exposed coast of BC, along with a vessel operator with demonstrated research experience to provide the precision and timing needed to allow researchers to properly conduct these techniques with minimal disturbance to the whales.

#### 1.4 Background, Assumptions and Specific Scope of the Requirement

Annual cetacean surveys are conducted off the coast of British Columbia to fill knowledge gaps in cetacean distribution, population size, and habitat use. A vessel with a suitable platform, with crew knowledgeable in vessel operations around marine mammals and an understanding of cetacean behaviour, is required to complete this objective and maintain consistency in data collection in accordance with SARA research permitting regulations. These precise sampling and data collection techniques require a stable, manoeuvrable platform capable of maintaining good and safe sea keeping abilities off the exposed coast of BC, along with a vessel operator with demonstrated research experience to provide the precision and timing needed to allow researchers to properly conduct these techniques with minimal disturbance to the whales.



## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

The cetacean surveys will be conducted off the west coast of Vancouver Island (as far south as Estevan Pt), the Central Coast and the North Coast of BC, Hecate Strait, and Queen Charlotte Sound. The specific survey route will be refined closer to sail date and understanding of weather restrictions.

One survey (of 10-14 subsequent days each) will be conducted, with overnight accommodation on board the vessel for research crew consisting of DFO Staff and Volunteers.

The survey will focus on seeking observations and encounters with cetaceans (focus on SARA listed species) to obtain photo identification, biopsy and fecal samples, prey samples, and satellite tagging based on current protocols in use by DFO Pacific. Close approach to whales will be required (under SARA permit) to obtain the samples and photographs.

### 2.2 Specifications and Standards

Project includes professional services of a Captain, Mate and Cook (at minimum), the use of the vessel and its specialized on-board equipment by the Research Crew for the duration of the surveys.

The Research Crew shall consist of up to six (6) individuals, and may include women. One research representative will be designated Chief Scientist and that person will be responsible for implementation of the cruise plan, compliance with the contract terms and conditions, and the conduct & performance of the research personnel aboard the vessel. Meal times will be coordinated with the Chief Scientist to accommodate both the need to complete sampling work and the time required to prepare the meals.

Workday length and hours will be determined by the Chief Scientist in consultation with the Captain. The decision will be based on the type of activity expected (in port preparations, maintenance, etc.) as well as on prevailing weather conditions and the Cruise Plan. The length of the working days will range from 8-15 hours, dependant on daylight, objectives and weather. The Chief Scientist has the final authority, except in matters relating to the safety of the vessel and all personnel on board.

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 project and maintained in working order throughout the duration of the project.

No purchases of assets or non-consumable goods will be procured as part of this contract.

### **2.3 Environmental Protection**

The Contractor must carry off the work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

### **2.4 Licensing and Regulation Requirements**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any changes imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to DFO.

### **2.5 Technical, Operational and Organizational Environment**

#### **Vessel Requirements:**

1. Vessel with minimum overall length of 60ft.
2. The Vessel must be Transport Canada approved as a passenger vessel and is compliant with Transport Canada regulations for a vessel of its size and rating. (Bidder to provide applicable Transport Canada documentation).
3. Vessel must be compliant with all Transport Canada regulations.
4. Vessel has the capacity for overnight accommodation for up to 6 research crew, in addition to minimum three (3) vessel crew.
5. Vessel is sufficiently powered, with suitable sea keeping abilities, to work off the open and exposed coastline of Queen Charlotte Sound, Hecate Strait, and west coast Vancouver Island.
6. Vessel has an average cruising speed of 8-9 nm/hr for survey effort and can operate slower (less than 6 nm/hr with the use of a trolling valve during close proximity work with cetaceans (to maintain constant slow speed and reduce noise disturbance to whales).
7. Vessel has low fuel consumption rates (less than 12L/hr) at cruising speed.
8. Vessel has adequate fuel and potable fresh water capacity for duration of the survey (up to 14 days), to provide for vessel and personal use (including showers) for both research and vessel crew.
9. Vessel provides good visibility from bridge so that the operator can see whales and safely manoeuvre during close-up photo identification and biopsy work.
10. Vessel includes a viewing platform or bridge at 5-8m height of eye that will accommodate three (3) observers at any given time with 80% unobstructed visibility from ahead to 90 degrees on both the port and starboard sides of the vessel.
11. Vessel is able to tow up to an 18ft Rigid Hull Inflatable Boat (supplied by DFO).
12. Vessel has, and research crew are given access to, 1 or more work surfaces that includes work tables that are approximately 4ft x 4ft (or larger) and 110 power outlets.
13. Work spaces, berthing and galley spaces are adequately ventilated and free from smoke, excessive engine noise and hydrocarbon fumes.
14. Vessel is manoeuvrable and has a stable platform for conducting precise sampling.
15. Vessel provides clean and sanitary accommodations for vessel and research crew which may include a female scientist(s). Clean mattresses and bedding will be provided by the vessel, as well as soap, toilet paper and paper towels.

### **Crew Requirements**

1. The minimum crew requirements shall consist of a Captain, a Mate (capable and licensed to operate the vessel unsupervised) and a Cook.
2. Vessel crew is capable and certified to operate the vessel in the waters of the exposed central and north coast of British Columbia, including off Haida Gwaii.
3. One (1) crew member must be certified with MEDS Level 1 training.
4. At least one (1) vessel crew member certified in first aid.
5. Crew will be able to maintain long operational hours (all daylight hours) during consecutive days for the duration of the contract.
6. The Captain is responsible for all matters relating to safety of personnel, vessel, and equipment operation.
7. 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.
8. The Captain shall review safety procedures and equipment with the Research Crew at the beginning of the cruise.
9. Captain shall have a valid operator's licence and a minimum of five (5) years' experience as the master of a comparable-sized vessel in Hecate Strait and the North Coast of BC (see attached map) and have extensive local knowledge, including weather conditions and locations of secure anchorages.
10. Captain shall be competent in the use of modern navigational equipment.
11. Captain has experience operating in a cetacean research or survey capacity.
12. Captain has experience in cetacean surveying and sampling at close approach to cetaceans (vessel operations within 100m), preferably under SARA or Fishery Act marine mammal research permit. (Research experience could include photo identification, prey sampling, and fecal sampling of SARA listed cetaceans.)
13. The Cook will prepare three nutritionally balanced meals each project day in accordance with a menu plan to be agreed upon prior to the survey departure.
14. Given the nature of the research work, the crew must be flexible around timing of meals and other non-safety related schedules that may be disrupted by the need for researchers to respond to whale sightings.

### **Equipment Requirements:**

1. Satellite phone.
2. VHF radios (minimum 1 fixed and 2 portable).
3. GPS with multiplexer allowing for input to multiple computers.
4. Radar – with minimum range of 24nm.
5. Depth sounder – with minimum range of 2000ft.
6. A minimum 406 MHz EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel.

## **3.0 Other Terms and Conditions of the SOW**

### **3.1 Authorities**

Contracting Authority Kimberly Walker  
Project Manager / Authority: To be provided upon contract award.

### **3.2 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 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.

### **3.3 Location of Work, Work site and Delivery Point**

All work related to this Project shall be conducted on board the vessel, in locations off the BC coast according to the agreed upon vessel survey route, or as agreed upon by both the Captain and Chief Scientist. The vessel shall depart from Port McNeill or Port Hardy, BC.

### **3.4 Language of Work**

Services and communications provided by the Contractor in performance of the work must be provided in English.

### **3.5 Progress and Deliverables**

The project will be considered successful upon the completion of the survey and research sampling of cetacean and sea turtles. Vessel is required to provide any and all information and data related to the project recorded using their equipment such as: photos, recordings, samples, associated data, and vessel track and effort information.

### **3.6 Intellectual Property**

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

### **3.7 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.

### **3.8 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.

### **3.9 Travel and Living**

No travel or living expenses for the vessel crew will be included in this contract.

### **3.10 Fuel**

The daily rate is to include all costs except fuel. DFO will cover the cost of fuel for this project. This process will be discussed upon contract award between the Contractor and the Project Authority.

### **3.11 Change Management Procedures**

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 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.

**VESSEL APPLICATIONS FORM**

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

**1. OWNER(S)**

Name(s)	Address	Phone

**2. CAPTAIN**

Name	Address	Phone

Experience off North and central coast of BC as Master	Experience marine mammal research

**Captain's research survey experience with in the last 3 years**

Survey	Dates	Location	Department/organization

**Captain's experience operating in a cetacean research or survey capacity. (Check the last column if the research included close approach to cetaceans - within 100m distance)**

List all surveys, dates, and who the survey was for:

Survey	Dates	Department / organization	Within 100m

**3. VESSEL CREW**

Name & Position	Address and email	Telephone

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

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

**LOCATION OF VESSEL (for inspection):** \_\_\_\_\_  
\*Master must be present at time of inspection.

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

Date \_\_\_\_\_

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

**5. DESCRIPTION OF VESSEL:**

Register number		Year constructed	
Length		Construction material	
Beam		# of crew (include skipper)	
Draft		Berths (crew/science staff)	
Gross tonnage		Carrying capacity (tons)	
Registered tonnage		Immersion Suits (quantity)	
Name and engine type		Electrical power	
Engine horsepower		Height of eye at highest viewing platform that can hold 3 people	
Trolling valve		% unobstructed visibility at helm (-90° to 90°)	
Fuel capacity		% unobstructed visibility at viewing platform (-90° to 90°)	
Cruising speed		Freezer capacity for Samples (cubic feet)	
Fuel consumption at cruising speed		# tables (4x4ft or greater) available for science use	
Potable water capacity		Size of vessel able to tow	

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

Equipment	# operational units	Make	Model
Depth sounders (>2000ft)			
Satellite phone			
Radar (min range 24nm)			
VHF Radios			
- fixed			
- portable			
GPS/Plotter			
Additional			
EPIRB (affixed to exterior)			

7. I certify that the information provided on Page 1 and 2 of this Vessel Application Form is accurate.

\_\_\_\_\_ Captain's Name \_\_\_\_\_ Date

\_\_\_\_\_ Captain's Signature



**EVALUATION CRITERIA**

Title

**Vessel for DFO Cetacean Survey off the Central and North Coast of British Columbia**

**Proposals**

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

Information provided will be used to assess against both the Mandatory Criteria and the Point-Rated criteria. The Bidder shall cite specific examples from their work history that will address both criterions. For the purposes of this Request for Proposal (RFP), “experience” shall infer that the Bidders’ Captain has gained experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted.

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. Those proposals that are found to meet the Mandatory Criteria shall be evaluated further against the Point-Rated Criteria.

The Bidder should include the following tables in their proposal, indicating that their proposal meets the Mandatory Criteria or Point Rated Criteria, providing the proposal page number and section that contains information to verify that the criteria has been met or inserted the information within the appropriate table.

<b>MANDATORY CRITERIA</b>	<b>MEETS CRITERIA YES/NO</b>	<b>REFERENCED TO PROPOSAL WITH PAGE NUMBER AND PARAGRAPH OR TAB #.</b>
<p><b>M.1 VESSEL REQUIREMENTS:</b></p> <p><b>1.1.</b> The Vessel has a minimum overall length of 60ft. (Bidder to provide copy of Transport Canada Vessel Registration).</p> <p><b>1.2.</b> The Bidder has provided the Vessel Application Form completed in full, and signed by the certified Captain listed within the Bid.</p> <p><b>1.3.</b> The Vessel must have a 5-8m height of eye that will accommodate three (3) observers at any given time with 80% unobstructed visibility from ahead to 90 degrees on both the port and starboard sides of the vessel. (Bidders to provide photos showing available standing room and viewing angles, antennas, rigging, etc. along with measurements).</p>		

<p>1.4. The Vessel has, and research crew will be given access to, work surfaces that include work tables that are approximately 4ft x 4ft (or larger) and 110 power outlets. (Bidder to provide photos of vessel interior, including work spaces).</p> <p>1.5. Information must demonstrate that minimum requirements as per the statement of work (SOW) are met.</p>		
<p><b>M.2 VESSEL CREW REQUIREMENTS:</b></p> <p>2.1. The minimum crew requirements must consist of a Captain, a Mate and a Cook. (Verified on the Vessel Charter Application Form)</p> <p>2.2. Captain must have a valid operator's license and a minimum of five (5) years' experience within the past 10 years as the master of a comparable-sized vessel in the survey area (see attached map) (to ensure good local knowledge, of weather, safe navigation, etc.). (Bidder must provide copy of current Captain's license as well as a detailed summary of experience).</p> <p>2.3. The Mate must be capable and licensed to operate the vessel unsupervised. (Bidder to provide copy of current Mate's license).</p> <p>2.4. One (1) crew member must be certified with MEDS Level 1 training. (Bidder to provide copy of valid certificate).</p> <p>2.5. At least one vessel crew member is certified in first aid. (Bidder to provide copy of valid certificate).</p> <p>2.6. The Captain must have research survey experience within the past 3 years, like those described in the Statement of Work. (Bidder to provide proof of prior demonstrated experience on the Vessel application form).</p>		
<p><b>M.3 EQUIPMENT REQUIREMENTS: Photo's required</b></p> <p>3.1. Satellite phone.</p> <p>3.2. VHF radios (minimum 1 fixed and 2 portable).</p> <p>3.3. GPS with multiplexer allowing for input to multiple computers.</p> <p>3.4. Radar – with minimum range of 24nm.</p> <p>3.5. Depth sounder – with minimum range of 2000ft.</p>		

<p><b>3.6.</b> A minimum 406 MHz EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel.</p>		
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<b>POINT-RATED CRITERIA</b>	<b>Maximum Points</b>	<b>COMMENTS</b>
<b>EXPERIENCE &amp; EQUIPMENT (60 points)</b>		
1. More than one vessel crew member is certified in first aid. <b>(5 points)</b>	5	Please submit copy of certificate(s)
2. The Vessel has specialized on-board research equipment (meeting DFO protocol standards) as follows: a) Prey sampling tools. b) Hydrophone and digital recording device. c) Through-hull CTD instrument fitting. <b>(15 points)</b>	15	5 pts for each type of specialized equipment noted
3. The Captain has experience (in years) operating in a cetacean research or survey capacity. Bidder must demonstrate prior experience on the application form <b>(10 points)</b>	10	2 pts for every year of experience, up to 10 pts
4. The Captain has experience in cetacean surveying and sampling at close approach to cetaceans (vessel operations within 100m), preferably under SARA or Fishery Act marine mammal research permit, or equivalent. Research experience could include photo identification, prey sampling, and fecal sampling of cetaceans. Bidder must demonstrate experience on the application form. <b>(15 points + a possible 5 points)</b>	15	1 survey - 4 pts. 2-3 surveys – 7 points 4-6 surveys – 11 points More than 6 – 15 points
5. <u>Workstation Details</u> - Storage space for research gear, wet gear, boots. (Bidder must provide photos)	5	The Captain has had prior experience working under SARA or Fishery Act marine mammal research permits. – 5 points
5. <u>Workstation Details</u> - Storage space for research gear, wet gear, boots. (Bidder must provide photos)	10	Ample (own workstation, storage) (10) Limited (Shared workstation, storage) (5) Unusable (no work space available) (0)
6. <u>Accommodation</u> - Storage space for personal belongings. (Bidder must provide photos)	10	Ample (10) Limited (3) Very limited (0)
<b>Total maximum possible points</b>	<b>70</b>	Must achieve a <b>minimum of 50 points</b> out of the total score of <b>70</b> to pass the Point Rated Criteria.

**POINT-RATED REQUIREMENTS:**

**Total points (Rated criteria #1 through to and including #6): 70 points maximum (50 points minimum)**

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

**BASIS OF SELECTION**

The compliant bidder with the highest combined rated criteria points (70%) and cost (30%) 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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

