



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

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

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

<b>Title – Sujet</b> Stikine River, Boat Charter Service Contract, 2016		<b>Date</b> 15 June 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160207		
<b>Client Reference No. - No. de référence du client</b> F1624-165205		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00 PM ADT(Atlantic Daylight Time)  <b>On / le :</b> 30 June 2016		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Cindy Gallant <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation

### 1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Procurement Ombudsman

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 for goods and under \$100,000 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 the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders 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 the resulting contract.

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.



## 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

## 2.3 Former Public Servant

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 FPSs, 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 FPSs 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

**Section I: Technical Bid** (one (1) hard copy **OR** one (1) soft copy in PDF format)

**Section II: Financial Bid** (one (1) hard copy **OR** one (1) soft copy in PDF format))

**Section III: Certifications** (one (1) hard copy **OR** one (1) soft copy in PDF format))

**Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.



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**Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

**4.1.1.2 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4

**4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

**4.2 Basis of Selection**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 20 points.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 56.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		81.18	73.15	77.7
<b>Overall Rating</b>		1st	3rd	2nd





**ATTACHMENT 1 TO PART 4 – TECHNICAL CRITERIA**

**EVALUATION CRITERIA**

**TITLE:**

Stikine River Boat Charter Service 2016

**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 CRITERIA:**

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 has gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted.

No.	ITEM	Meets Criteria (√)	Page on Proposal
M1	The Bidders' Captain must have 5 years boating experience operating a vessel in northwestern British Columbia		
M2	Bidder has completed the Charter Vessel Application Form in <u>full</u> meeting all our minimum requirements as described in the Statement of Work.		
M3	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded the Contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		



**RATED CRITERIA**

No.	Rated Criteria	Max Points	Evaluation Grid	Reference to Resumé Page # (Bidder to Complete)
R1	Related Knowledge and Experience  Experience boating the Stikine River	/10	Experience boating on Stikine River - Three (3) points  Experience boating on the Stikine River from Telegraph Creek, B.C. to the Canada/U.S. border return. (1 point per year for a maximum of 7 points)	
R2	Vessel Requirements Cruising Speed of vessel	/3	29 – or less kms (0 Points) 30 – 35 kms (2 Points) 36 – or greater kms (3 Points)	
R3	Vessel length is 5.5m, points will be given for each additional metre that exceed minimum length	/3	5.4 – or less M (0 Points) 5.5 – 6.0 M (2 Points) 6.0 – 6.5 M (3 points)	
R4	Payload minimum is 750 kg, points will be given for each 100 Kgs in capacity up to a maximum of 4 points	/4	749 – or less (0 Points) 750 - 849 kgs (2 Points) 850 – 950 kgs (4 points)	

Total points (R1 through to and including R4): 20 points maximum (10 points minimum)

**Proposals MUST receive a rated requirements minimum score of 10 points in order to be considered technically responsive. Those not meeting the minimum score of 10 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.



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

#### 5.1.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### 5.1.2.5 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:



- a)** 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:

\_\_\_\_\_

- b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c)** 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:

\_\_\_\_\_

- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following 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"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

#### 6.3.1 General Conditions

[2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2017 inclusive.

The Project work will take place between approximately July 15 and October 30 for 2016. Exact dates will be determined by the DFO scientist in-charge. These dates (and the required working days throughout) will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc. The contractor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually.

#### 6.4.2 Option to Extend the Contract

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



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

If option periods are exercised the project work will take place between approximately April 1 and October 30 for 2017 and 2018. Exact dates will be determined by the DFO scientist in-charge. These dates (and the required working days throughout) will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc. The contractor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Cindy Gallant  
Title: Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
  
Telephone: 506 452 3439  
Facsimile: 506 452 3676  
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

**6.5.2 Project Authority (name to be provided at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.



**6.5.3 Contractor's Representative (name to be provided at contract award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

- 6.7.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ \_\_\_\_\_ ( *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

**6.7.2 Limitation of Expenditure**

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ . Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- 3.
  - a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

## **6.8 Invoicing Instructions**

### **6.8.1 Payments will be made provided that:**

**6.8.1.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

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

**6.8.1.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

## **6.9 Certifications**

### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**





## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions **2010B** (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Additional Vessel Charter Contract Conditions.

## 6.12 Procurement Ombudsman

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

**6.12.2** 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).

**6.12.3** 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>

## 6.13 Insurance G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title:

Stikine River Boat Charter Service 2016

#### 1.2 Contract Period

The date of Contract award through to 31 March, 2017, with options to renew for two (2) additional one (1) year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be 1 April, 2017 through to March 31, 2018 and 1 April, 2018 through to March 31, 2019.

The Project work will take place between approximately July 15 and October 30 for 2016. If option periods are exercised the project work will take place between approximately April 1 and October 30 for 2017 and 2018. Exact dates will be determined by the DFO scientist in-charge. These dates (and the required working days throughout) will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc. The contractor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually.

#### 1.3 Objective

Fisheries and Oceans Canada (DFO) has a requirement to transport supplies and staff to and from Telegraph Creek, BC to DFO's field camp located on the west bank of the Stikine River 2km upstream from the Canada/US international boundary and back between the period June and October.

#### 1.4 Background

The Department of Fisheries and Oceans manages Stikine River commercial, food social and ceremonial fisheries (FSC), and recreational salmon fisheries located within the Stikine River basin at sites located between the town site of Telegraph Creek and the Canada US international border. The infrastructures to support DFO's activities include, among others, a base camp located near the international border that houses DFO support staff. This camp does not have road access and, therefore, is supported by water and air transport.

#### 1.5 Scope of Work

The work will include, but is not limited to, travel in boats, load, unload and transport of supplies and personnel as required, operation and maintenance of boats and equipment. It is estimated that up to ten (10) trips may be conducted between June and October 2016 and up to ten (10) trips during the period between April and October in both 2017 and 2018 if option periods are exercised. In addition to conduct up to 15 hours of expediting in the vicinity of Telegraph Creek to obtain supplies (primarily boat fuel and propane) for transport to the DFO field camp during each year of the contract.

### 2.0 Requirements:

- 2.1 The contractor is required to provide boat charter services from and return to load, unload and transport supplies and staff to and from Telegraph Creek, B.C. to the department of



Fisheries and Oceans field camp located on the west bank of the Stikine River 2km upstream from the Canada/US international boundary and return., Fig 1 (attached). In addition the Contractor will conduct up to 15 hours of expediting in the vicinity of Telegraph Creek to obtain supplies (primarily boat fuel and propane) for transport to the DFO field camp.

- 2.2** The contractor will be required to provide one (1) boat operator with one (1) vessel with a minimum length of 5.5 metres (18 feet) and with a total volume capacity of 9m<sup>3</sup> (318 ft<sup>3</sup>). The vessel must have a total pay load including passengers that exceeds 750 kg (1653.47 lbs)

### **2.3 Tasks**

- 2.3.1** The contractor must obtain, load and handle gas and propane.
- 2.3.2** The Contractor must load, unload and transport supplies and personnel from/ back to Telegraph Creek, BC.
- 2.3.3** The Contractor must provide a safety briefing prior to departure.

### **2.4 Vessel Requirements**

- 2.4.1** Vessel must have a minimum length of 5.5m (18ft). This will be referenced in the completed Charter Vessel Application Form.
- 2.4.2** Vessel must have a minimum total volume capacity must be 9m<sup>3</sup> (318 ft<sup>3</sup>). This will be referenced in the completed Charter Vessel Application Form.
- 2.4.3** Vessel Capacity (total pay load including passengers) must be a minimum or exceed 750 Kg (1653.47 lbs). This will be provided in the completed Charter Vessel Application Form.
- 2.4.4** Vessel must have a minimal operational range, without the need to refuel of 200 km minimum.
- 2.4.5** Vessel can travel this route at a minimum boat speed of 30km/h allowing the one way trip to be a maximum of 6 hours.
- 2.4.6** Vessel must provide protection of passengers from environmental elements such as but not limited to wind, rain and snow by having at a minimum a windshield.

### **2.5 Vessel Crew Requirement**

- 2.5.1** The minimum crew requirements must consist of one (1) Captain.
- 2.5.2** The Captain must be familiar with the Stikine River at low, medium and high flows.

### **2.6 Constraints**

- 2.6.1** The Contractor must ensure that all charters will only operate in daylight hours.
- 2.6.2** The Contractor must comply with all safety standards prescribed by law and also the safety and health program requirements and specifications of DFO.



### **3.0 Contractor Obligations**

**3.1** The contractor is responsible to load and unload the vessel and should not rely on the assistance of DFO staff at the drop off location to aid the contractor in unloading.

**3.2** The Contractor is solely responsible for all fuel.

**3.3** 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 charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

### **4.0 Language of Work**

The Language of Work for this requirement is English.

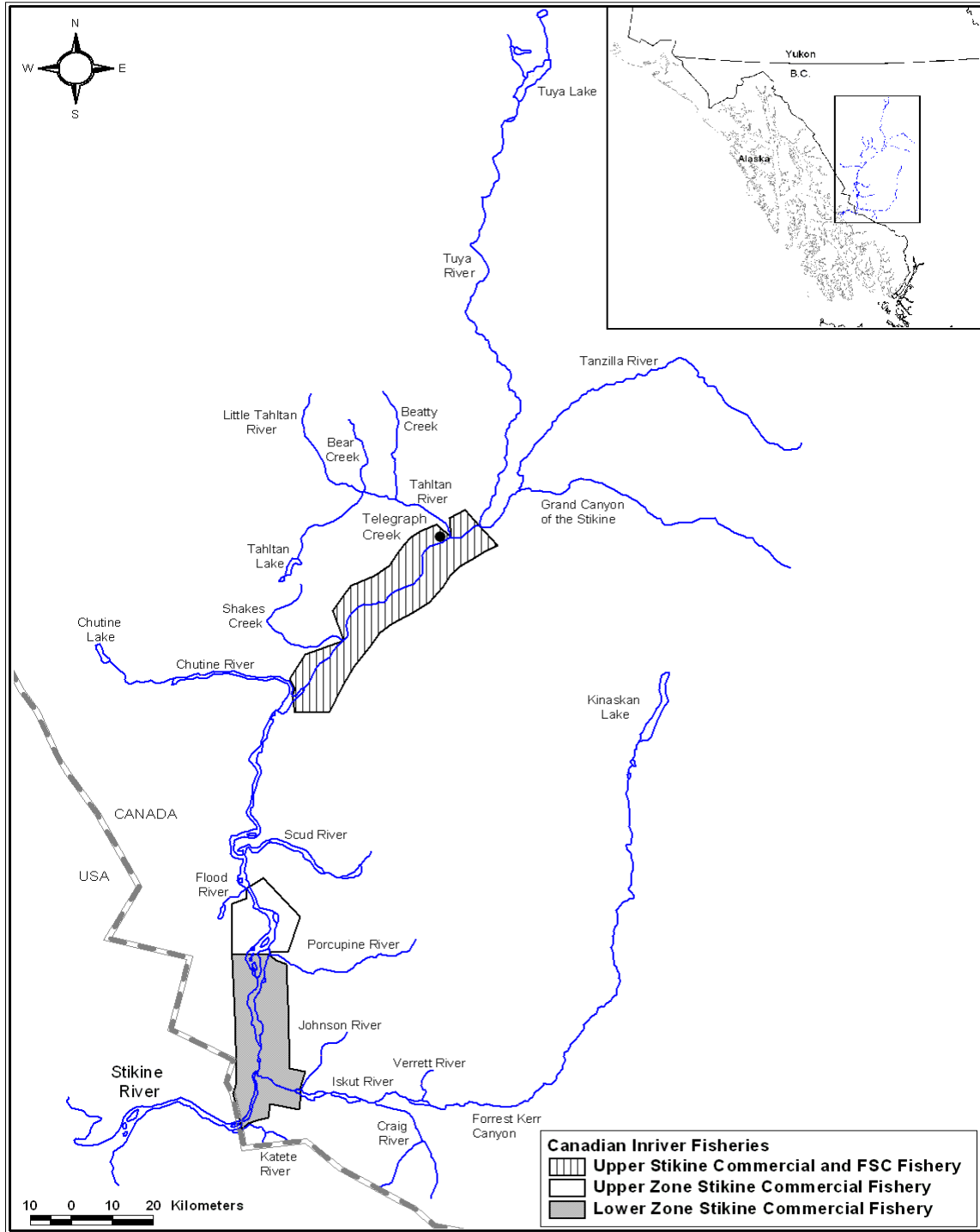
### **4.0 Insurance**

**4.1** The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance within insurance requirements does not release the contractor from or reduce its liability under the contract nor any related contracts.

**4.2** The contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and ensure compliance with all applicable laws. Any additional insurance coverage is at the contractor's discretion and expense, and for its own benefit and protection.

### **5.0 Travel and Living**

There is no provision for travel and/or living expenses under this contract.





**ANNEX "B" BASIS OF PAYMENT**

The hourly rate is to include all costs.

Pricing provided should reflect the cost for one (1) round trip to and from Telegraph Creek, B.C. to the lower Stikine DFO field camp and return. As shown on the map provided.

\*The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**Date of Contract Award to 31 March 2017**

Description	*Quantity	Unit of Measure	Price	Extended Price
One Round Trip from Telegraph Creek, BC to DFO camp	10	Round Trip	\$	\$
One hour of Expediting in and around Telegraph Creek, BC	15	Hours	\$	\$
Total Estimated Cost (excluding Taxes)				\$

**1 April 2017 – 31 March 2018**

Description	*Quantity	Unit of Measure	Price	Extended Price
One Round Trip from Telegraph Creek, BC to DFO camp	10	Round Trip	\$	\$
One hour of Expediting in and around Telegraph Creek, BC	15	Hours	\$	\$
Total Estimated Cost (excluding Taxes)				\$

**1 April 2018 – 31 March 2019**

Description	*Quantity	Unit of Measure	Price	Extended Price
One Round Trip from Telegraph Creek, BC to DFO camp	10	Round Trip	\$	\$
One hour of Expediting in and around Telegraph Creek, BC	15	Hours	\$	\$
Total Estimated Cost (excluding Taxes)				\$



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## ANNEX "C" - 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:
  - 2.1 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;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 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.





**ANNEX "D" CHARTER VESSEL APPLICATION FORM**

**1. VESSEL INFORMATION**

Name of Vessel	
Port of Registry	
Official No.:	
Vessel License No.:	
<b>Vessel Characteristics</b>	<b>Length:</b> _____ <b>Volume Capacity:</b> _____ <b>Total Payload:</b> _____ <b>Vessel Speed:</b> _____
<b>Hull Construction</b>	<b>Wood</b> <input type="checkbox"/> <b>Fibreglass</b> <input type="checkbox"/> <b>Steel</b> <input type="checkbox"/> <b>Fibreglass over Wood</b> <input type="checkbox"/> <b>Others</b> <input type="checkbox"/>
<b>Is the Vessel equipped with the following elec</b>	<b>GPS</b> <input type="checkbox"/> <b>Radar</b> <input type="checkbox"/> <b>DGPS</b> <input type="checkbox"/> <b>Depth Sounder</b> <input type="checkbox"/> <b>Other</b> _____

**2. OWNER OF VESSEL**

Name(s)	Address	Phone

**3. CAPTAIN**

Name	Address	Phone



**4. DESCRIPTION OF VESSEL:**

Register number		Year constructed	
Length		# of crew (include skipper)	
Beam		Personal Flotation Device (qty)	
Draft		Degrees unobstructed visibility at helm	
Construction material		Fire Extinguisher (qty)	
Carrying capacity (lbs)		Carrying capacity (passengers)	
Name and engine type			
Engine horsepower			
Fuel capacity			
Cruising speed			
Fuel consumption at cruising speed			

**6. ELECTRONIC NAVIGATION/COMMUNICATION EQUIPMENT:**

Equipment	# operational units	Make	Model
Depth sounder			
Satellite Phone			
VHF Radios			
- fixed			
- portable			
GPS			
EPIRB (affixed to exterior)			
Additional:			