



**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

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 :

Title – Sujet Strait of Georgia/West Coast of Vancouver Island Salmon Survey		Date September 29, 2016
Solicitation No. – N° de l'invitation F5211-160401		
Client Reference No. - No. de référence du client F1017-160020		
Solicitation Closes – L'invitation prend fin At /à : 2:00 ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) On / le : October 11, 2016 / 11 Octobre 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à David LaForge, A/Team Lead Contracting Services Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
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)		
Signature	Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS 3

1.2 STATEMENT OF WORK 3

1.3 DEBRIEFINGS 3

1.4 PROCUREMENT OMBUDSMAN 3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 4

2.2 SUBMISSION OF BIDS 4

2.3 ENQUIRIES - BID SOLICITATION 4

2.4 APPLICABLE LAWS 4

PART 3 - BID PREPARATION INSTRUCTIONS 5

3.1 BID PREPARATION INSTRUCTIONS 5

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 6

4.1 EVALUATION PROCEDURES 6

4.2 BASIS OF SELECTION 6

PART 5 - CERTIFICATIONS 7

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD 7

5.2 FORMER PUBLIC SERVANT 8

PART 6 - RESULTING CONTRACT CLAUSES 10

1 SECURITY REQUIREMENTS 10

2 STATEMENT OF WORK 10

3 STANDARD CLAUSES AND CONDITIONS 10

4 TERM OF CONTRACT 10

5 AUTHORITIES 10

6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 11

7 PAYMENT 11

8 INVOICING INSTRUCTIONS 12

9 COMPLIANCE 12

10 APPLICABLE LAWS 13

11 PRIORITY OF DOCUMENTS 13

12 PROCUREMENT OMBUDSMAN 13

13 INSURANCE – SPECIFIC REQUIREMENTS 13

ANNEX "A" STATEMENT OF WORK 14

ANNEX "B" BASIS OF PAYMENT 23

ANNEX "C" – INSURANCE CONDITIONS 24

ANNEX "D" - ADDITIONAL VESSEL CONTRACT CONDITIONS 26

ANNEX "E" – EVALUATION CRITERIA 28

ANNEX "F" – CONTRACTORS DECLARATION FORM 30



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article **6.2** of the resulting contract clauses.

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. You can also obtain more information on the OPO services available to you at their website at 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 subsection 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 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **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.

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

1. use 8.5 x 11 inch (216 mm x 279 mm) paper;
2. 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:

- 1.0 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
- 2.0 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.

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

Please see Annex "E" for details.

4.1.1.2 Point Rated Technical Criteria

Please see Annex "E" for details.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

Please see Annex "E" for details.



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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive

5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____



5.1.3 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

5.2 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 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,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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:

- 1. name of former public servant;
- 1) conditions of the lump sum payment incentive;
 - 1. date of termination of employment;
 - 2. amount of lump sum payment;
 - 3. rate of pay on which lump sum payment is based;
 - 0. period of lump sum payment including start date, end date and number of weeks;
 - 0. 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.



PART 6 - RESULTING CONTRACT CLAUSES

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

1 Security Requirements

There is no security requirement applicable to this Contract.

2 Statement of Work

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

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.

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.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to November 30, 2016.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David LaForge
Title: A/Team Lead, Contracting Services
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6

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.



5.2 Project Authority *(to be inserted 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.

5.3 Contractor's Representative *(to be inserted at contract award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : _____
 Facsimile: _____
 E-mail address: _____

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.

7 Payment

7.1 Basis of Payment

- 7.1.1 The Contractor will be paid in accordance with the Basis of Payment detailed in this **Annex "B"** for Work performed pursuant to the Contract. In consideration that the Contractor satisfactorily completes all of its obligations under the Contract, the Contractor will be paid a **firm per sea day rate** of \$ _____ *(insert amount at contract award)*. Customs duties are included and Applicable Taxes are extra.
- 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.
- 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.



7.2 Limitation of Expenditure

- 7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(insert amount at contract award)*. Customs duties are included and Applicable Taxes are extra.
- 7.2.2 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:
- 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.
- 7.2.3 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.

7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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;
- c. the Work delivered has been accepted by Canada.

8 Invoicing Instructions

8.1 Payments will be made provided that:

- 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

- 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.

9 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.

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.

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.

- 2 the Articles of Agreement;
- 3 the general conditions 2010C (2015-09-03); General Conditions – Services (Medium Complexity)
- 4 Annex A, Statement of Work;
- 5 Annex B, Basis of Payment;
- 6 Annex C, Insurance Conditions;
- 7 Annex D, Additional Vessel Charter Contract Conditions;
- 8 the Contractor's bid dated _____ (*insert date of bid contract award*)

12 Procurement Ombudsman

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

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. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

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>

13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A" STATEMENT OF WORK

TITLE: Strait of Georgia/West Coast of Vancouver Island SALMON SURVEY

The Pacific Biological Station, Fisheries and Oceans Canada (DFO), requires a trawling vessel (hereafter referred to as the "Survey Vessel") to conduct an integrated epipelagic ecosystem survey in the Strait of Georgia, west coast of Vancouver Island, and associated inlets in British Columbia.

1. PERIOD OF THE CONTRACT

This work must take place between contract award and November 30, 2016. Total days are dependent on funding and time available. Survey operations will begin and end in Nanaimo, B.C. (see Proposed Itinerary, attached).

2. INTRODUCTION

The Pacific Biological Station, Fisheries and Oceans Canada (DFO), requires a Survey Vessel for up to 20 days to conduct a multi-species mid-water trawl survey in the Strait of Georgia, Discovery Islands, Howe Sound, Gulf Islands, Juan de Fuca Strait and Puget Sound (Figure 1A) and off the West Coast of Vancouver Island (Figure 1B). This vessel will replace the W.E. Ricker when she is out service for an indeterminate length of time.

3. SCOPE OF WORK

This research survey will examine the distribution, stock composition (from DNA analyses), migration, food web interaction, lipid utilization, and growth of juvenile salmon in the Strait of Georgia, Discovery Islands, Gulf Islands, Juan de Fuca Strait, Puget Sound and the West Coast of Vancouver Island. Oceanographic samples (zooplankton and CTD (Conductivity, Temperature and Depth recorders) casts) will also be collected during the survey. Within the Strait of Georgia, the survey will follow a track line that has been fished annually since 1998. Off the West Coast of Vancouver Island, the survey will collect fish at standard stations fished annually since 1998. Fishing is conducted at 5 knots with trawl head rope at surface, 15m, 30m, 45m or 60m depths. Sets are typically 30 minutes in length. Fishing locations are pre-determined by the DFO Scientific Authority.

Additionally, up to three vertical CTD profiles and plankton tows to a maximum depth of 250m are to be completed at selected sites and times each day of the survey, as determined by the Scientific Authority.

Further sampling to assess the physiological basis for regional variation in juvenile salmon growth and pathogen loads in juvenile salmon will also be conducted. This involves the collection of blood samples to measure the concentration of growth hormones in blood plasma, and the collection of a series of tissues to examine gene expression. These projects will require a dedicated sampling area in addition to the space normally required by DFO to collect basic biological and oceanographic data as described above.



4. SALMON SURVEY ITINERARY OUTLINE

Date	Activity
Pre-Survey	Survey Vessel arrives Pacific Biological Station – Nanaimo. Load mid-water research trawl nets and scientific equipment ready to commence survey at 0600 on Day 1.
Survey- up to 10 days	Standard Strait of Georgia transect and Puget Sound fished. Desolation Sound, Howe Sound and Gulf Islands will be fished if time permits. Number of days dependent on day rate.
Survey- up to 10 days	Standard stations fished in Juan de Fuca Strait and off the West Coast of Vancouver Island. Number of days dependent on day rate.
Post-Survey	Offload gear and Science staff at Pacific Biological Station.

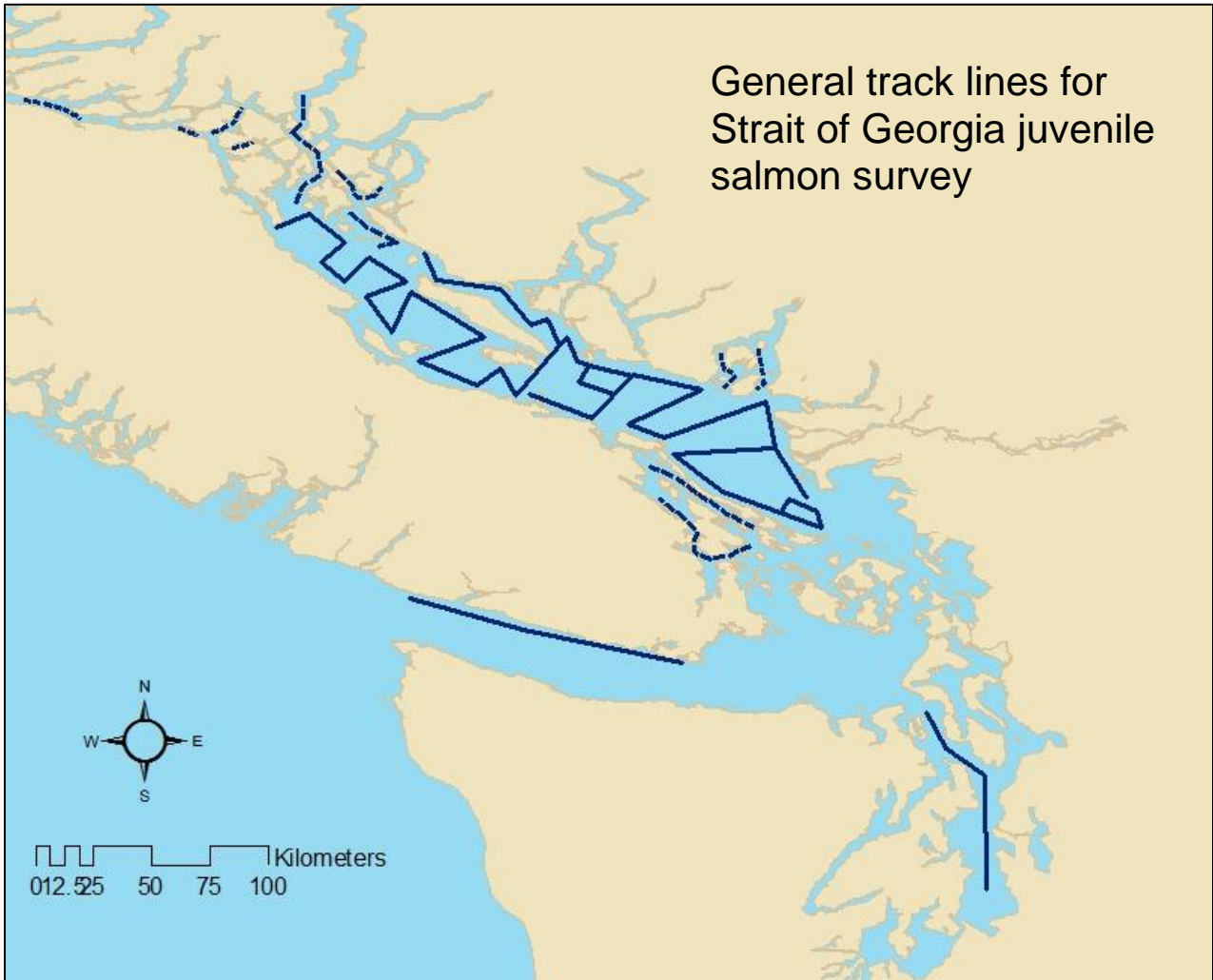


Figure 1A. Tentative survey stations for Strait of Georgia Salmon Survey. Actual set locations will be determined by the DFO Scientific Authority.

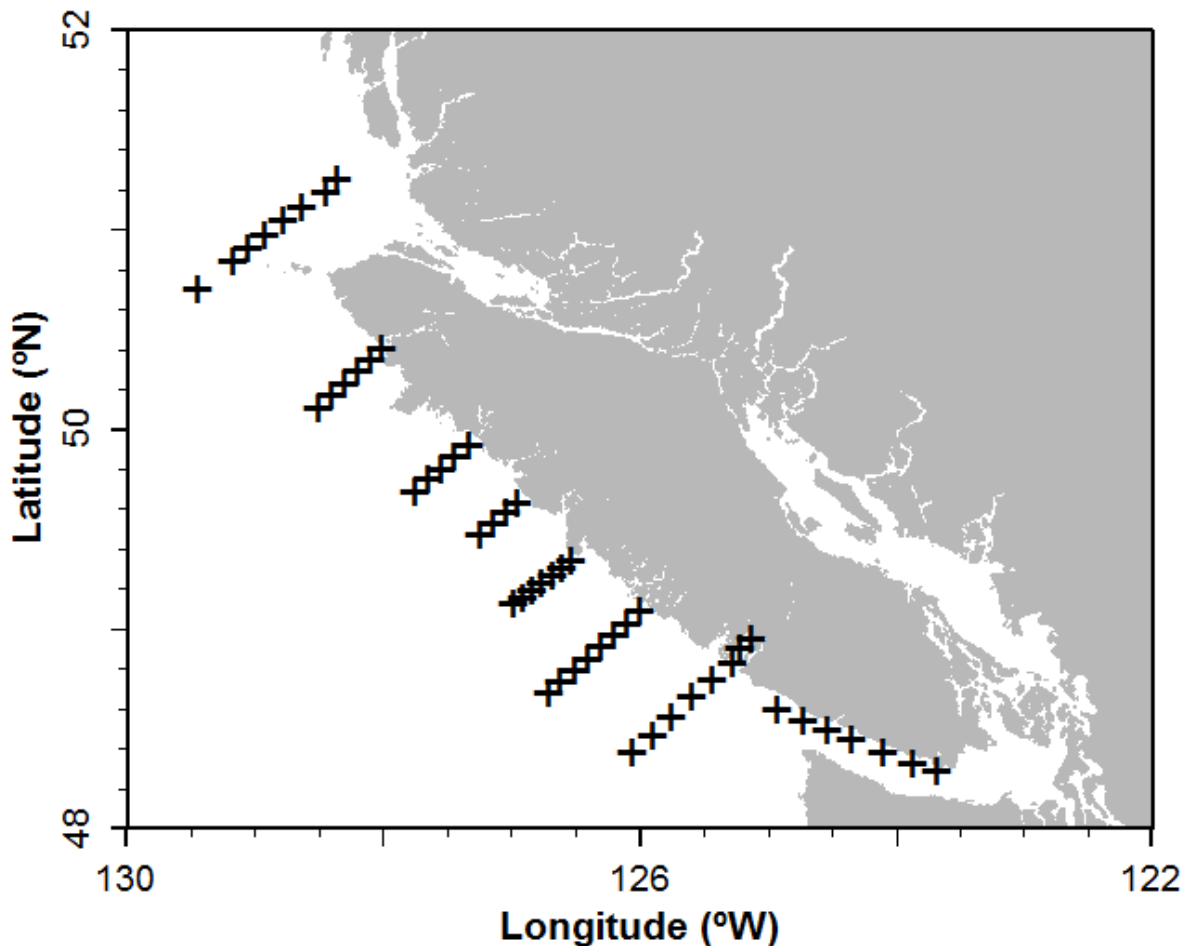


Figure 1B. Tentative survey stations for the west coast of Vancouver Island Salmon Survey. Actual set locations will be determined by the scientific authority.

5. DESCRIPTION OF FISHING GEAR

1. DFO will provide the following:

- a. A Model 250 mid-water trawl with all required rigging and hardware for trawl operations.
- b. Ground lines, bridles, sweeps, cod ends, cod end liner and any replacement web required for the net and liner.
- c. DFO shall provide scientific personnel.
- d. Appropriate trawl doors for surface trawling (USA Jet P doors or equivalent). Due to incapacity of W.E. Ricker, DFO is able to provide doors compatible with normal fishing operations if required.
- e. The vessel must be capable of towing the mid-water trawl at the surface with 150 - 200 m of main warp deployed at a continuous speed of 9.3 km/hr or 5 kts under "normal" sea conditions.

2. The Survey Vessel will provide the following:

- a. A winch with at least 300m of suitable wire installed in a location suitable for deploying a portable CTD to obtain vertical water profiles and a bongo net to obtain plankton samples.
- b. Fresh and saltwater supply hoses on deck, reasonably proximate to the sampling work area.
- c. The contracted survey vessel will load trawl net and supplies prior to survey commencing (from Nanaimo).
- d. The Survey Vessel must maintain the condition and quality of the net, warps, doors and gear. Furthermore, the Survey Vessel agrees to allow for independent inspection of the net, warps,



doors and gear to ensure they continue to meet the required specifications. In the event of damage to the net, it shall be restored to its original dimensions (this means that every damaged mesh must be mended to the same standards as the undamaged mesh).

- e. The Survey Vessel will also provide plotting software and a computer to record the locations and to map the tracks of each tow made during the survey.

6. GENERAL REQUIREMENTS

The deployment of the gear (with respect to the door spread, wingspread, contact of the foot rope with the bottom and tow speed) must be monitored electronically for each research tow. Therefore, the Survey Vessel must provide electronic gear monitoring equipment, including door spread sensor, wingspread sensor, depth sensor, headline/height sensor, temperature sensor and cod end catch sensor.

It is important that the net configuration be maintained at design specification throughout the survey to ensure comparability between years and areas. All set durations will be a maximum of 30 minutes at 5.0 knots at the surface. Sets conducted at lower depths will maintain high towing speeds. Fishing for survey purposes will be carried out during daylight hours (06:00 – 19:00), but some fishing at night or beyond this 12 hour period may be necessary.

Up to three vertical CTD profiles and plankton tows to a maximum depth of 250m are to be completed at selected sites and times each day of the survey, as determined by the Scientific Authority. This will require that the vessel maintain a stationary position for up to 30 minutes and may be conducted before or after fishing operations each day..

Deck space must be available for storage of 4'x4' tote with dry ice that is accessible to science staff between fishing sets.

It is a condition of this contract that the Survey Vessel shall provide meals and accommodations for a minimum of six (6) scientific personnel selected by DFO to carry out data collection and sampling requirements on board the Survey Vessel. It is required that the Survey Vessel crew assist the research personnel with all data collection and sampling during the survey.

The primary purpose of the survey is to execute the survey tows according to the specified protocol identified by the Scientific Authority. Included in this requirement is the sampling of the catch for numbers, weight and biological characteristics of all specified fish and invertebrate species. The objectives of the survey can only be met if the survey is conducted according to the specified protocol. Subsequently, the survey may be cancelled at any time by the Scientific Authority if s/he believes the objectives are being compromised.

7. LICENSES and CERIFICATIONS

The Contractor must obtain and maintain all permits, licenses and certifications 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 regulation. Upon request, the Contractor must provide a copy of any such permit, license or certification to Fisheries and Oceans Canada.

NOTE: Costs associated with certification will be the responsibility of the contractor.



8. VESSEL REQUIREMENTS

1. The Vessel must be seaworthy;
2. Minimum overall length—27.4 m (90 ft);
3. The Vessel engine must be in good running order;
 - a. Minimum continuous horsepower output from main engine—1100hp; The vessel must have suitable power (1100 HP) available to tow a mid-water trawl at the surface at 5 knots in all-weather suitable for fishing. It is also required that the warp drums hold sufficient warp to be able to continue the survey in the event of loss of up to 100 m of warp.
 - b. Vessel must be able to tow the standard surface trawl, a Model 250 mid-water rope trawl, at the surface at a continuous speed of 9.3 km/hr (5 kts) for 30 minutes under normal sea conditions. For sets at depth, high trawl speed is still required.
 - c. Vessel must be able to maintain a minimum cruising speed of at least 16.8 km/hr (9 kts) in low sea states.
 - d. Vessel must have fuel capacity for approximately 21 days of continuous fishing operations.
4. All gear and equipment must be in good repair. Completely rigged for trawling to including:
 - a. A stern ramp and gallows or gantry.
 - b. Split trawl winches with a minimum of 1,250 m (680 fm) of at least 1.6 cm (7/8-in) diameter or larger trawl cable in good condition on each drum and the ability to retrieve the research trawl at the minimum rate of 61 m (200 ft) per minute.
 - c. Third wire for net mensuration. Wireless can be used if adequate for surface tows but the third wire remains required to ensure the net opening is standardized to other juvenile salmon surveys.
5. The vessel must be capable of fishing in US waters as fishing in Puget Sound is a component of the survey area. If the vessel has not fished in US waters in the last 12 months, they must be capable of getting the required clearance and approvals in a time frame that meets the survey requirements. In addition, any additional time required to clear customs in these situations will not be considered charter time.
6. The vessel must be equipped with a side- or stern-mounted winch and at least 300m of suitable wire for vertical CTD and bongo (plankton) casts. The winch must be capable of hauling scientific equipment to the surface at a rate of 1m/second. CTD and bongo casts are to a depth of 250m, or to within 10 m of the bottom in shallower waters. The Survey Vessel must also supply personnel (minimum of 1) to assist in these operations. If no additional drum or winch is available, one must be installed prior to starting the survey.
7. If no adequate conveyor system is available, a deck area which can accommodate sampling equipment including one to two sampling tables ranging from 2m x 2m (6 ft x 6 ft) or 1m x 4m (3ft x 12ft) for working on catches and obtaining biological data. The work area should allow the sorting table to be positioned so that all four sides of the table can be used to conduct work; and so that there is easy access to scuppers to discard catch. On deck work area(s) should be clear of running gear, equipment, vertical obstructions (i.e. hatch combings) and stowage.
8. A protected area on deck (covered shelter deck or bait shed) or below deck (processing room) where two to three sampling tables of at least 1.4m x 3.0m (4 x 10 ft) can be set up for collection of biological data
9. The vessel must provide adequate deck or processing room lighting for biological sampling done during non-daylight hours.



10. Electric power (110/115 V.A.C.) outlet near on-deck or processing room work area to run electronic scales and additional portable freezers (-80°C). . This may be a temporary installation, if necessary.
11. Dry storage area of at least 5.4 m³ (190 cu ft) in the main house for holding scientific supplies.
12. Seawater deck-hose for use in plankton sample collection, cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck and ideally will have variable pressure settings (less pressure for sampling work, high pressure for cleaning).
13. Crane capable of lifting 5 mt (5.5 t) for handling catches and fishing and sampling gear. Crane system must be capable of vertically raising and lowering codend anywhere along centreline of working deck. A suitable conveyor system can provide an alternative.
14. Access to power in staterooms or galley for entering biological data into computers.
15. A suitable dedicated dry counter work space at least 0.6 X 2.4 m (2 X 4 ft) with adjacent 110/115 volts power outlets on the bridge for installation of Government-supplied personal computers, printer, GPS and trawl mensuration electronics.
16. A minimum of 2.8 m³ (100 cu ft) of freezer storage exclusive of space for ship's stores for stowing scientific samples and supplies. Freezer space must be reasonably and safely available from the deck and must be continuously available to the scientific party.
17. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for 10 people minimum, for at least 2 weeks.
18. Vessel must be ballasted to maintain sea-kindliness during the survey. Fuel oil considered as ballast should not be considered in the vessel's fuel-endurance estimation.
19. Clean and sanitary accommodations for crew and scientific field party (minimum of 6 observers/scientists) which **will** include female personnel. Bunk areas shall contain at least one drawer or closet per occupant for storage of clothing and personal gear.
20. Clean mattresses with clean fitted covers for the scientific field party.
21. Work spaces, berthing, and galley spaces shall be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
22. A minimum of one head and one shower shall be available to the scientific field party. Additional heads/showers available to the scientific field party are preferable. Facilities will be separate from the living quarters. Soap, toilet paper and paper towels shall be provided by the Survey Vessel.
23. The Survey Vessel shall have been actively used for commercial trawling or research where trawl gear was used in the past 12 months.
24. Desired but not essential: Hydraulic crane with a minimum capacity of 7.25 mt (8 tons) and an ability to extend to 3 m (10 ft) beyond the side of the vessel.

8. ELECTRONIC EQUIPMENT REQUIREMENTS

1. Radios:
 - a. VHF two sets.
 - b. Two single side-band units with one being synthesized in the 2-18 MHz range.
 - c. A system for switching to battery power for radio operation in the event of interruption of the normal power supply.



2. GPS (Global Positioning System)—a minimum of two units with at least six channel, sequential capability to track satellites.
3. Radar—2 units with a minimum range of 77.2 km (48 miles).
4. Depth sounders: Color scope unit with minimum range of 500 m (250 fm) and operating in the 38-70 kHz range plus a backup unit.
5. Net Mensuration - the Survey Vessel must provide electronic gear monitoring equipment, including door spread sensor, wingspread sensor, depth sensor, and headline/height sensor..

9. CREW REQUIREMENTS

1. The minimum crew shall consist of Captain, lead-fisher, engineer-fisher, and cook- fisher. ****Any changes to proposed crew must be substituted with crew of comparable experience and must be approved by Project Authority prior to start of survey.****
2. The Captain shall have a minimum of five (5) years of trawl fishing experience as master of a comparable-sized trawler in the Strait of Georgia or Southern British Columbia waters and at least five (5) year's total fishing experience as a master.
3. The Captain shall be competent in the use of modern navigational and fish-detecting equipment and be skilled in rigging and repairing trawls.
4. The lead fisher shall have a minimum of five (5) years' experience in trawl fishing and in building, rigging, repairing, and operating trawls.
5. The engineer-fisher, and cook fisher shall have a minimum of two (2) years' experience in trawl fishing and assist in trawl gear repair.
6. In addition to the required fishing experience, the cook-fisher shall have a minimum of two (2) years' experience in the planning and preparation of three daily meals for a group of at least 10 people.

10. DFO SCIENTIFIC PERSONNEL

1. The scientific field party shall consist of a minimum of 6 individuals, both males and females. Overnight accommodation for 6 – 8 people is necessary.
2. One scientific representative will be designated Chief Survey Scientist (DFO Staff). That person will be responsible for implementation of the Cruise Plan, compliance with the contract terms, disposition of catches and the conduct and performance of scientific personnel aboard the vessel.
3. Scientific personnel will provide their own bedding (except those items specified vessel requirements #18 above) and towels.

11. OPERATING PROCEDURES

1. The Contractor shall provide three (3) nutritionally balanced meals each survey day. Meal times will be coordinated with the Chief Survey Scientist to accommodate both the need to complete sampling work and the time required to prepare meals by the cook. Meals will be provided by the vessel for the resident field party during all survey days.
2. Workday length and hours will be determined by the Chief Survey Scientist in consultation with the Captain. The decision will be based on the type of activity expected (in-port preparations, running, fishing, jogging, etc.) as well as on prevailing weather conditions and the Cruise Plan. The length of working days will range from 12-18 hours. A typical workday will last about 12 hours, although some days will run longer, beginning as early as 0500 hrs with setting the first haul for the day. The workday for the vessel crew will likely exceed that of the scientific field party, as they will normally



be required to conduct a wheel/anchor watch at night while the vessel runs to the next station or anchorage after completion of the sampling day, drifts, lies at anchor, runs to the first station early in the morning, or conducts night-time CTDs. The Chief Survey Scientist has the final authority except in matters relating to safety of the vessel and all personnel on board.

3. The Chief Survey Scientist and Captain will meet a minimum of twice a day to discuss survey operations and resolve any problems which occur. A meeting should occur at the start of the day before fishing operations begin to discuss the planned activities for the day and at the end of the day to review the work completed that day and any problems which occur.
4. The Chief Survey Scientist and Captain will work together to resolve all problems which occur regarding the survey. In the event they are unable to resolve any problem which has the potential for invalidating the survey or threatens the safety of the field party, the Chief Survey Scientist will direct the vessel to return to port where an acceptable solution will be arranged or the survey will be terminated. The vessel will be off survey if required to return to port and will remain off survey until the problem has been resolved and the vessel has returned to the survey area.
5. The crew, when not required by the Captain for vessel operations, shall assist the scientific field party in sorting the catch and obtaining biological data; the Captain may be asked to assist scientific personnel with navigational and fishing record keeping.
6. The Contractor is responsible for removing all "gilled" fish from the trawl net following each haul; this will eliminate contamination of catches.
7. At the end of the survey, the Contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, crabs, seaweed, etc. and towing behind the vessel until free of any biological material. All nets will be neatly stacked and baled securely with rope. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Survey Scientist to help prevent damage or loss of scientific gear and equipment. Specific safety procedures may be presented in writing to the Captain by the Chief Survey Scientist. Repair or replacement costs may be deducted from contract payments if loss or damage to scientific equipment is the result of negligent disregard of such instructions and procedures.
8. All equipment and gear specified within statement of work, and that which is not specified but is necessary to the safe and continued operation of the vessel shall be operational at the start of the survey and maintained in working order throughout the duration of the survey.
9. The Contractor shall provide for all operating expenses of the vessel.

12. FUEL

The daily rate is to include all costs except fuel. DFO will cover the cost of fuel for this project. 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.

13. SAFETY

1. The vessel Captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and Rules of the Road whether it be while towing, running, drifting, or when at anchor. The Captain shall review safety procedures and equipment with the scientific party at the beginning of each cruise leg.
2. The Contractor shall provide Transport Canada, Canadian Coast Guard or DFO approved life jackets and immersion suits for all personnel aboard.
3. A Category I 406 MHZ EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the Canadian Coast Guard.



14. POST-AWARD AND POST-SURVEY MEETINGS

1. Upon award of contract and prior to the start of the survey, a post-award meeting will be held to discuss details relating to the survey. The vessel manager, all vessel Captains participating in the survey, and crew member(s) with primary responsibility for mending and maintenance of the research nets are required to attend the meeting. The date and time of the meeting will be scheduled by the DFO Scientific Authority and vessel manager upon award of the contract.

2. After completion of the survey, a post-survey debriefing will be held. The purpose of the debriefing is to provide the vessel manager with an evaluation of the performance of the vessel and crew during the survey. At a minimum, the vessel manager is required to attend the debriefing. The date and time of the meeting will be scheduled by DFO Scientific Authority and vessel manager upon completion of the survey.

3. The Chief Scientist will complete a "Post Cruise Report" prior to or shortly after departure from the Survey Vessel. Post Cruise Reports assist in filling in communication gaps and improving services. Reports will be forwarded to Canadian Coast Guard's Regional Operations Centre (ROC) for distribution and copies will be made available to the Survey Vessel.



ANNEX "B" BASIS OF PAYMENT

The Bidder must provide an 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: _____

\$_____ + GST/HST, per sea day of charter fishing for up to a maximum of 20 days

Total cost per day including GST/HST \$_____.

Signature of Registered owner(s): _____

Date: _____



ANNEX "C" – 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, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and 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*

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.



ANNEX "D" - ADDITIONAL VESSEL CONTRACT CONDITIONS

- 7.1.2 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.
- 7.1.3 The Contractor must:
- 6.7 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;
 - 6.8 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;
 - 8.1 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.
- 7.1.4 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.
- 7.1.5 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.
- 7.1.6 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.
- 7.1.7 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.
- 7.1.8 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.
- 7.1.9 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.
- 7.1.10 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.



7.1.11 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.

7.1.12 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.



ANNEX “E” – EVALUATION CRITERIA

PROPOSALS:

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

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 Contractor lacks adequate administrative and coordinating experience for the survey, or 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, the completed Charter Vessel Application Form, and any necessary inspections.

MANDATORY REQUIREMENTS:

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

No.	Mandatory Criteria	Meets Criteria (✓)
M1	Current and valid Transport Canada safety inspection certificate and current and valid Category “T” fishing license. Provide copies of certificates.	
M2	Continuous horsepower output from main engine identified. (minimum requirement 1100hp) Information will be verified on the Contractors Declaration Form	
M3	Proposed Crew and Experience Bidders will demonstrate who will be part of the crew, giving names and their position or responsibilities. Details related to their experience and types of activities is required in order to demonstrate that the crew meets the minimum requirements as indicated in Statement of Work.	
M4	Demonstrate experience of Captain - minimum requirement for trawl fishing experience as master of comparable sized vessel is 5 years - minimum requirement for total fishing experience as master is 5 years	
M5	Statement documenting pertinent employment experience for each crew member for at least the past three (3) years.	
M6	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.	
M7	The Bidder must submit the completed Contractors Declaration Document. This document confirms that the contractor meets the minimum equipment and experience requirements therein.	



RATED REQUIREMENTS:

<p>R1 Suitability of Vessel (30 points) Demonstrate how vessel will meet requirements as indicated in Statement of Work. Assessment will be based on specific details provided on the Contractors Declaration Form</p> <p>R2 Captain Experience (20 points) Demonstrate experience in protocols for juvenile Salmon surveying including knowledge of waters in survey area, experience conducting scientific surveys including fishing specific track lines , fishing targeted depths, and fishing at specified speeds for set duration, and handling of biological specimens</p> <p>R3 Additional Preferences (15 points) a) Specialized on-board research equipment, including bin table for sorting and sheltered sampling area, b) Separate accommodations possible for female and male staff c) Greater than 6 science berths d) Hydraulic crane with a minimum capacity of 7.25 mt (8 tons) and an ability to extend to 3 m (10 ft) beyond the side of the vessel.</p>	<p>R1 Suitability Considerations Horsepower of vessel <1100 0 points. Over 1100 hp points on sliding scale/ All other items on sliding scale. a) Horsepower (5 points) b) Trawl Equipment as specified in SOW (5 points) c) Side Winch for CTD/bongo (3 points) d) Sampling area (10 points) e) Deck hose with sufficient power to do plankton sampling (2 points) f) Other vessel requirements as in SOW (5 points)</p> <p>R2 Captain Experience a) Experience conducting scientific surveys for juvenile salmon (8 points) b) Knowledge of SOG waters (5 points) c) Experience fishing designated track lines at specific speeds and depths (5 points) d) Experience handling biological specimens (2 points)</p> <p>R3 Additional Preferences a) Specialized on-board research equipment, including bin table for sorting and sheltered sampling area (5 points) b) Separate accommodations possible for female and male staff (6 points) c) Greater than 6 science berths (3 points) d) Hydraulic crane with a minimum capacity of 7.25 mt (8 tons) and an ability to extend to 3 m (10 ft) beyond the side of the vessel (1 point)</p>
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Total points (R1, R2, R3): 65 points max (25 points minimum)

BASIS OF SELECTION:

All Bidders that have met the Mandatory Requirements and achieved the minimum points score on the point Rated Criteria are considered to be equally qualified. At which time the lowest price bid will then be recommended for award.



ANNEX "F" – CONTRACTORS DECLARATION 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. Registered Owner(s)

Name(s)	Address	Phone

2. Captain

Name	Address	Phone

Experience Fishing in Southern BC Waters and or the Strait of Georgia as a Master (minimum 5 years)
Experience fishing as a Master similar size survey involving trawl nets

Captain's research survey experience with in the last 5 years. Please list juvenile salmon or small pelagic surveys first.

Survey	Dates	Location	Department/organization



Captain's experience conducting a trawl survey.

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

Survey	Dates	Department / organization

3. Vessel Cook and Fishing Crew

Name	Position
	Lead - Fisher
	Engineer - Fisher
	Cook - Fisher

Experience of Crew	In Position Named for	Experience Trawling
Lead - Fisher	As Lead -	
Engineer - Fisher	As Engineer -	
Cook - Fisher	As Cook -	
Other crew (if applicable)		

4. Current Location of Vessel: _____



5. Date of most recent Transport Canada Marine Safety Inspection:

Date _____

******Bidder must also submit a copy of their most current safety inspection certificate******

6. Description of Vessel and Equipment:

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		Fuel capacity	
Potable water capacity		Cruising speed	
Area (m2) available for science sampling equipment. Please attach schematic drawing photo.		Freezer space for biological samples	
Winch for bongo and CTD operations. Location and wire length.			



7. Electronic Navigation/Fish Detection Equipment:

Equipment	# operational units	Make	Model
Depth sounders (>2000ft)			
Satellite phone			
Radar (min range 24nm)			
Net mensuration equipment for measuring net depth and opening during fishing operations			
VHF Radios			
- fixed			
- portable			
GPS			
Additional			
EPIRB (affixed to exterior)			

8. I certify that the information provided this Declaration Form is accurate.

_____ Owner's / Bidder's Name _____ Date

_____ Owner's / Bidder's Signature

_____ Captain's Name _____ Date

_____ Captain's Signature