



**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**

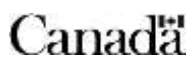
Proposal to: Fisheries and Oceans Canada

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> Cetacean and Sea Turtle Survey		<b>Date</b> June 4, 2021
<b>Solicitation No. – N° de l'invitation</b> 3000117		
<b>Client Reference No. - No. de référence du client</b> 3000117		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At /à :</b> 14:00 ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) <b>On / le :</b> June 24, 2021		
<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> Michael Peters – Contracting Specialist <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>	



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 SECURITY REQUIREMENTS..... 4

1.2 STATEMENT OF WORK..... 4

1.3 DEBRIEFINGS ..... 4

1.4 TRADE AGREEMENTS ..... 4

1.5 PROCUREMENT OMBUDSMAN ..... 4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 5

2.2 SUBMISSION OF BIDS..... 5

2.3 ENQUIRIES - BID SOLICITATION ..... 5

2.4 APPLICABLE LAWS..... 6

2.5 BID CHALLENGE AND RECOURSE MECHANISMS..... 6

**PART 3 - BID PREPARATION INSTRUCTIONS..... 7**

3.1 BID PREPARATION INSTRUCTIONS ..... 7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 8**

4.1 EVALUATION PROCEDURES..... 8

4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 8

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 10**

5.1 CERTIFICATIONS REQUIRED WITH THE BID ..... 10

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 13

**PART 6 - RESULTING CONTRACT CLAUSES ..... 15**

6.1 SECURITY REQUIREMENTS..... 15

6.2 STATEMENT OF WORK..... 15

6.3 STANDARD CLAUSES AND CONDITIONS ..... 15

6.4 TERM OF CONTRACT ..... 15

6.5 AUTHORITIES ..... 16

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 16

6.7 PAYMENT ..... 17

6.8 INVOICING INSTRUCTIONS..... 18

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 18

6.10 APPLICABLE LAWS..... 18

6.11 PRIORITY OF DOCUMENTS..... 18

6.12 PROCUREMENT OMBUDSMAN ..... 19

6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06)..... 19

6.14 DISPUTE RESOLUTION..... 19

6.15 SACC MANUAL CLAUSES ..... 20

6.16 LICENSING..... 20

**ANNEX "A" STATEMENT OF WORK..... 21**

**ANNEX "B" BASIS OF PAYMENT ..... 26**

**ANNEX "C" – INSURANCE CONDITIONS..... 27**

**ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS..... 29**



---

**ANNEX "E" – CHARTER VESSEL APPLICATION FORM ..... 31**  
**ANNEX "F" EVALUATION CRITERIA ..... 33**



## **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 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 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.5 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 \$26,400 for goods and under \$105,700 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) (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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3 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.



## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



---

## 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 soft copy in PDF format)
- Section II: Financial Bid** (one soft copy in PDF format)
- Section III: Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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

**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.

**Section III: Certifications**

Bidders must submit the certifications and additional information 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**

See Annex C for details

##### **4.1.1.2 Point Rated Criteria**

See Annex C for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points
2. Bids not meeting (a)(b) and (c) 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.

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 an 70/30 ratio of technical merit and price, respectively. The total available point equals 53 and the lowest evaluated price is \$75.00 per hour (75).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		48/53	32/53	42/53
<b>Bid Evaluated Price</b>		\$120.00	\$90.00	\$75.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$48/53 \times 70 = 63.39$	$32/53 \times 70 = 42.26$	$42/53 \times 70 = 55.47$
	<b>Pricing Score</b>	$75/120 \times 30 = 18.75$	$75/90 \times 30 = 25$	$75/75 \times 30 = 30$
<b>Combined Rating</b>		82.14	67.26	85.47
<b>Overall Rating</b>		2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>



**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

**5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

**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:  
\_\_\_\_\_

**5.1.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);

**5.1.5 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.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



---

### 5.1.6 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

#### 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 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.



---

## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



---

## 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

- The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
- The Contractor/Offeror personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

### 6.2 Statement of Work

The Work to be performed is 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.

#### 6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2022 inclusive.

#### 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 periods 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 5 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.



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael Peters  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
Telephone: (506) 429-2359  
Facsimile: (506) 452-3676  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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 (To be named at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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 (To be named at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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 paid in accordance with Annex B – Basis of Payment
- 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 \$ \_\_\_\_\_ (*insert the amount at contract award*). 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:
  - a. when it is 75% committed, or
  - b. four 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 Multiple Payment

Canada will pay the Contractor upon completion and delivery of units 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.



#### 6.7.4 Electronic Payment of Invoices – Contract

- The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- ( ) MasterCard Acquisition Card;
  - ( ) Direct Deposit (Domestic and International);

#### 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: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: AP Coder (inserted at contract award)

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

#### 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) 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date at contract award*)



## 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 \$26,400.00 for Goods and under \$105,700.00 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 – Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annexes C & D. 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.

## 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



## 6.15 SACC Manual Clauses

*SACC Manual* clause [A9141C](#) (2008-05-12) Vessel Condition  
*SACC Manual* clause [G5003C](#) (2018-06-21) Marine Liability Insurance  
*SACC Manual* clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

## 6.16 Licensing

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.



---

## ANNEX "A" STATEMENT OF WORK

### **Title**

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

### **Contract Period**

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

### **Background**

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

### **Scope of Work**

The estimated level of effort would require the Contractor for a maximum of approximately 65 days, but is ultimately dependent on budget and bidder's cost. The work will involve custom day-charter surveys and research sampling off west coast Vancouver Island (north to Kyuquot Sound.), seeking observations and encounters with killer whales, leatherback sea turtles and other cetaceans to obtain photo identifications and prey samples, as well as acoustic recordings. The successful bidder will be responsible for both the vessel operations related to the survey effort and independently conducting the research services required.

### **Fuel Allowance**

The cost of fuel and lubricating oils required for propulsion and heating will be obtained by the contractor from at least one designated marine fuel dock on the west coast of Vancouver Island, where DFO will set up a fuel account. DFO will arrange fuel payment directly with the fuel supplier.

### **Survey Details**

Research operations will be of two main types: opportunistic surveys (searching specific areas for any of the target species) or focal follows of individuals or groups that will have to conform to strict data-collection protocols. Each whale or sea turtle encounter will be documented with time, GPS coordinates, weather, and be accompanied by detailed descriptions of species, number of animals present, and behavioural observations. Photo identification and prey sampling will require safe, close approach to a single, or group, of target animals (often within 100m), capture of quality identification-photos of individual animals, as well as any injuries or abnormalities. Photo identification techniques will be described and protocol training provided, as needed. Prey sampling will require good knowledge of animal behaviour to identify foraging episodes, followed by swift, but safe approach to the "kill zone" to sample scraps of prey from the water with a dipnet and proper storage. Protocols and training will be provided, as needed. Acoustic recording will involve the use of a hydrophone placed in the water, attached to a digital recorder, to capture whale vocalizations during periods of behavioural observations.

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

Survey days, distance (up to 250 nautical miles (nm) without re-fuelling) and operational hours (up to all daylight hours) are to be determined based on real-time whale sightings and weather in the region. As such, the contractor, vessel and crew must remain on "standby" for the duration of the contract, available to survey on short notice (often with less than 24 hours' notice) and will be required to depart from a local port of southwest Vancouver Island to maximize availability and fuel savings. Total survey days may not meet the full number of



days estimated, due to weather or whale availability. Schedules can be negotiable based on prior commitments, but maximum possible availability is key to this contract work.



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

## **Specifications**

### **Vessel Requirements**

1. Vessel with minimum overall length of 25 ft.
2. Vessel is compliant under Transport Canada regulations. Safety Inspection Certificates:
  - o 1. SIC29 if vessel is less than 150 GRT;
  - o 2. SIC 31 if vessel is greater than 150GRT
3. Vessel has high speed capabilities and fuel capacity to cover a large area without refuelling (minimum 250nm per day of daylight, approx. 12hrs) (Fuel Capacity)
4. Vessel has adequate fuel for possible multiday survey effort (greater than 400nm daily range) without need to refuel. (Fuel Efficiency)
5. Vessel has an average cruising speed of 20 nm/hr for survey effort and can operate much slower during close proximity work with cetaceans (to maintain constant slow speed and reduce noise disturbance to whales).
6. Vessel is sufficiently powered to maintain good and safe sea keeping abilities for work off the exposed coast of west coast Vancouver Island.
7. Vessel provides good visibility from the helm or viewing platform (if vessel can be operated from viewing platform) so that the Captain can see whales and safely manoeuvre during close-up photo identification, and prey sampling work.
8. Vessel includes a viewing platform or bridge at a minimum 4m height of eye, with unobstructed visibility from ahead to 90 degrees on the port and starboard sides of the vessel.
9. Vessel is manoeuvrable and has a stable platform for conducting precise sampling (i.e. photo ID, collecting prey samples out of the water).

### **Vessel Crew Requirements**

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



14. Captain OR Researcher maintains membership in a formal or informal network of mariners (local to SW Vancouver Island), from which they can solicit real-time cetacean sighting reports.
15. A point will be given if at least one (1) vessel crew member certified in first aid

### **Equipment Requirements**

1. VHF (Very High Frequency) radios, DSC (Digital Selective Calling) equipped, Class D (minimum 1 fixed and 2 portable).
2. GPS (Global Positioning System)
3. Radar with minimum range of 16nm.
4. Video depth sounder
5. EPIRB (Emergency Position Indicating Radio Beacon) with built in GPS and hydrostatic release, must be affixed to the exterior of the vessel.
6. GPS capabilities to connect to a computer for track download.
7. AIS (Automatic Identification System), Class B equipped
8. Transport Canada approved life raft
9. Vessel shall have on board, exposure suits for all personnel on board
10. Vessel has specialized on-board research equipment (meeting DFO protocol standards) including:
  - a) Prey sampling tools.
  - b) Hydrophone and digital recording device.
  - c) Photo identification equipment (high resolution camera with high quality 35mm telephoto lens)

### **Change Management Procedures**

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

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

### **Project Management Control Procedures**

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

### **Progress and Deliverables**

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

### **Location of Work, Work site**

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





**Language of Work**

The Language of work for this requirement is English.

**Intellectual Property**

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

**MAP OF MAIN SURVEY AREA**





**ANNEX "B" BASIS OF PAYMENT**

For the provision of all professional services necessary to carry out the required work. A fuel allowance to a maximum of **\$30,000.00** will be assigned to this charter. See Fuel Allowance section in Statement of Work for more details.

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

The contract includes an allotment of up to 450 hours annually of at sea marine mammal survey work, for which the timing and target of the survey remains at the discretion of the Project Supervisor. At the discretion of DFO, additional days/hours may be requested in order to achieve the survey objectives. Additional days would be at the same rate as described in the agreement.

**Firm Year: Contract Award – April 30, 2022**

Description	Maximum Quantity*	Price per hour	Total all-inclusive Cost (excluding taxes)
Marine Mammal survey work while at sea	450 hours	\$ _____	\$ _____

\* The inclusion of volumetric data in this document 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.

**Option Period 1: May 1, 2022 – April 30, 2023.**

Description	Maximum Quantity*	Price per Hour	Total all-inclusive Cost (excluding taxes)
Marine Mammal survey work while at sea	450 hours	\$ _____	\$ _____

\* The inclusion of volumetric data in this document 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.

**Option Period 2: May 1, 2023 – April 30, 2024.**

Description	Maximum Quantity*	Price per Hour	Total all-inclusive Cost (excluding taxes)
Marine Mammal survey work while at sea	450 hours	\$ _____	\$ _____

\* The inclusion of volumetric data in this document 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.



---

### ANNEX "C" – INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, 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 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 with a 30 calendar days prior written notice of cancellation.
  - e. Cross liability and 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.
  - f. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, 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 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.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



**ANNEX "E" – CHARTER VESSEL APPLICATION FORM**

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

**1. OWNER(S)**

Name(s)	Address	Phone

**2. CAPTAIN**

Name	Address	Phone

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

**3. RESEARCHER**

Name	Address	Phone

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

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

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



**4. DESCRIPTION OF VESSEL:**

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

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

Date \_\_\_\_\_

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

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

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





**ANNEX "F" EVALUATION CRITERIA**

**PROPOSALS:**

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Bids will be evaluated based on the information provided in the proposal and the completed Application Form.

**MANDATORY REQUIREMENTS:**

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

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

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<b>Vessel Certification and Documentation</b>		
<b>M1</b>	Vessel is compliant with Transport Canada regulations for a vessel of its size and rating.  Bidder must provide copies of Registration AND Inspection Certificates with bid submission.	
<b>M2</b>	Bidder has completed the Charter Vessel Application Form in <u>full</u> that is in Annex E.	
<b>Vessel Crew Requirements</b>		
<b>M3</b>	One (1) crew member must be certified with MEDS Level A3/SDV-BS training.  Bidder must provide copy of valid certificate with bid submission.	
<b>M4</b>	Captain shall have a valid operator's license for the size and rating of the charter vessel.  Bidder must provide copy of current operator's license with bid submission.	



<b>Criteria</b>	<b>MANDATORY CRITERIA</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>M5</b>	Captain must have a minimum of five (5) years of experience, within the past 10 years as the master of a comparable-sized vessel off the west coast of Vancouver Island (to ensure good local knowledge of weather, safe navigation, etc).  Bidder must provide resume of past experience including month and year.	
<b>M6</b>	The bidder must have demonstrated survey research experience like those described in the Statement of Work through project descriptions in the last 3 years.	
<b>M7</b>	The Captain or the Researcher is, or has been, authorized in good standing, to approach within 100m of a cetacean under a SARA and Fishery Act marine mammal research permit.  Bidder to provide copy of current permit with bid submission.	
<b>Equipment Requirements</b>		
<b>M8</b>	The Bidder must provide photos of the following equipment from the vessel that is proposed in bid: <ul style="list-style-type: none"><li>• VHF radios (minimum 1 fixed and 1 portable)</li><li>• GPS</li><li>• Radar – with minimum range of 16nm</li><li>• Video depth sounder</li><li>• EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel</li></ul>	



**RATED CRITERIA**

<b>Criteria</b>	<b>RATED CRITERIA</b>	<b>Score</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>R1</b>	<p>Vessel is equipped with adequate fuel for multiday survey effort greater than 400nm (nautical miles) daily range without the need to refuel.</p> <ul style="list-style-type: none"><li>• 8 points for providing proof of vessel fuel capacity &gt;400nm daily range without refueling by filling out Annex C</li></ul>	/8	
<b>R2</b>	<p>Captain is willing to undertake multiday survey efforts, when needed or requested with 24 hours' notice and with a suitable marine weather forecast.</p> <ul style="list-style-type: none"><li>• 8 points for a statement confirming the Captain will to conduct multiday surveys if requested with 24 hours' notice</li></ul>	/8	
<b>R3</b>	<p>GPS with capabilities to connect to a computer for track download.</p> <ul style="list-style-type: none"><li>• 2 points for providing the make and model that meets the requirement on Annex E</li></ul>	/2	
<b>R4</b>	<p>AIS Class B equipped</p> <ul style="list-style-type: none"><li>• 1 points for having it listed on Annex E</li></ul>	/1	
<b>R5</b>	<p>At least one (1) vessel crew member certified in first aid.</p> <ul style="list-style-type: none"><li>• 1 point for providing certificate with bid submission</li></ul>	/1	
<b>R6</b>	<p>Transport Canada approved life raft and immersion suits for all persons on board, must provide Transport Canada certification.</p> <ul style="list-style-type: none"><li>• 1 point for life raft</li><li>• 1 point for immersion suits for all on board (2 points maximum)</li></ul>	/2	



<b>Criteria</b>	<b>RATED CRITERIA</b>	<b>Score</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>R7</b>	Vessel has specialized on-board research equipment including, photos must be provided. <ul style="list-style-type: none"><li>• Prey sampling tools.</li><li>• Hydrophone and digital recording device.</li><li>• Photo identification equipment (high resolution camera with high quality telephoto lens)</li></ul> (2 points for each type of equipment to a maximum of 6 points)	/6	
<b>R8</b>	Captain AND Researcher (both positions can be held by the same person) have experience in the field of Marine Mammal research.  Bidder to provide descriptive summary of prior experience, including name of research or survey, location, project authority's information for verification purposes. <ul style="list-style-type: none"><li>• 1 point for every year of combined experience (example: Captain has 2 yrs experience and the Researcher has 4 yrs. Giving them a total of 6 pts.)</li></ul> (10 point maximum)	/10	
<b>R9</b>	Captain OR Researcher is experienced in cetacean surveying at close approach to cetaceans (vessel operations within 100m).  Bidder to provide descriptive summary of prior experience, including name of research or survey, location, permit number, project authority's contact information for verification purposes. <ul style="list-style-type: none"><li>• 2 points for every relevant project (the projects must have a minimum duration of 30 days)</li></ul> (10 point maximum)	/10	



Criteria	RATED CRITERIA	Score	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>R10</b>	<p>Captain OR Researcher has marine mammal behaviour and species identification expertise, including killer whale ecotype distinctions.</p> <p>Bidder to provide descriptive summary of prior experience, including name of research or survey, location, permit number, project authority's contact information for verification purposes.</p> <ul style="list-style-type: none"> <li>• 2 points for every relevant project (the projects must have a minimum duration of 30 days)</li> </ul> <p>(10 point maximum)</p>	/10	
<b>R11</b>	<p>Captain OR Researcher has extensive experience in carrying out cetacean survey efforts to find cetaceans, and subsequently, successfully, collect photo identification, prey and fecal sampling as described in the SOW.</p> <p>Bidder to provide descriptive summary of prior experience, including name of research or survey, location, permit number, project authority's contact information for verification purposes.</p> <ul style="list-style-type: none"> <li>• 2 points for every relevant project (the projects must have a minimum duration of 30 days)</li> </ul> <p>(10 point maximum)</p>	/10	
<b>R12</b>	<p>The Captain or the Researcher maintains membership in a formal or informal network of mariners.</p> <ul style="list-style-type: none"> <li>• 2 points for a descriptive summary of network</li> </ul>	/2	
<b>Total Score</b>		/70	
<b>Minimum Score of 45 Points</b>			