



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub, Fredericton Office
301 Bishop Drive
Fredericton, NB
E3C 2M6

April 4, 2014

Subject: Request for Proposal No. F5211-140026 to 140030

F5211-140026-Sentinel Survey-Longline Gear – Gulf Prince Edward Island (Project # 1)

F5211-140027 - Sentinel Survey - Longline Gear – Gulf New-Brunswick (Project # 2)

F5211-140028 - Sentinel Survey - Longline Gear – Gulf Nova Scotia (Project # 3)

F5211-140029 - Sentinel Survey - Longline Gear – Gulf Southern Gaspé Coast (Project # 4)

F5211-140030 - Sentinel Survey - Longline Gear – Gulf Magdalen Islands (Project # 5)

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index**. The services are to be performed during the period of July until October 2014 with the approval of the Minister. The intention is to award up to 5 contracts based on bids.

If you are interested in undertaking this project, your proposal **must be received** by the under signed on or prior to the closing date and time. You may email your bid to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca or forward it via mail or courier to:

Procurement Hub - Fredericton
Materiel and Procurement Services
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6

ATTENTION – Yannick Lang
Phone: 506-452-3801

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: April 25, 2014.**

Please note that it is the practice for local couriers to deliver to the above address, if your proposal is sent from outside of the Fredericton NB area, it is your responsibility to ensure that the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

If additional information is required, you are requested to contact Fredericton Procurement Hub e-mail at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, NO LATER THAN 5 DAYS PRIOR TO TENDER CLOSING TO THE FOLLOWING ADDRESS:
DFOtenders-soumissionsMPO@dfo-mpo.gc.ca THE CONTRACT AUTHORITY AS SET OUT IN SECTION 18 OF ANNEX 1- OFFER OF SERVICES / CONTRACT FORM. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

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

Yours Truly,

Yannick Lang
Manager (Fredericton)
Procurement Hub

Attach.

APPENDICES

REQUEST FOR PROPOSAL –

F5211-140026 - Sentinel Survey - Longline Gear – Gulf Prince Edward Island (Project # 1)

F5211-140027 - Sentinel Survey - Longline Gear – Gulf New-Brunswick (Project # 2)

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F5211-140030 - Sentinel Survey - Longline Gear – Gulf Magdalen Islands (Project # 5)

- | | |
|-------------------------|--------------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Offer of Services / Contract Form |
| 3. Attachment | General Conditions – Manual Services |
| 4. Appendix "A" | Instructions to Tenderers |
| 5. Appendix "B" | Terms of Payment |
| 6. Appendix "C" | Statement of Work |
| 7. Appendix "D" | Evaluation Criteria |
| 8. Attachment | Envelope Template |

Bid Closing Date: April 25, 2014
Time: 2 pm (14:00 Hours) Atlantic Time
Financial Coding: 71101-810-120-4103-71181-6
Contract/File No: F5211-140026 to 140030

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Sentinel Survey - Longline Gear – Gulf Prince Edward Island (Project # 1)

Sentinel Survey - Longline Gear – Gulf New-Brunswick (Project # 2)

Sentinel Survey - Longline Gear – Gulf Nova Scotia (Project # 3)

Sentinel Survey - Longline Gear – Gulf Southern Gaspé Coast (Project # 4)

Sentinel Survey - Longline Gear – Gulf Magdalen Islands (Project # 5)

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

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

3. CONTRACT DOCUMENTS

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

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document Attachment, Conditions" attached hereto or referenced entitled "General Conditions";
3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
5. Document marked Appendix "D", attached hereto, or referenced entitled "Evaluation Criteria";
6. Annex 2 - Proposal.

4. SECURITY

Not Applicable

5. DISCREPANCIES

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

6. CONTRACT PERIOD

The Contractor hereby offers to perform the work between July and October 2014 as detailed in the Statement of Work. Contract period will be from date of award until 01 May 2015. Option periods may be exercised for two (2) additional one (1) year periods each.

7. TENDERED PRICES

7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

All costs for conducting the project (e.g. Vessel charter costs, salaries for crew members, food, fuel, vessel insurance, repairs and maintenance, dockside monitoring costs, at-sea observer costs, project administration, etc.) are the responsibility of the contractor and should be reflected in the bid price.

Bids are requested on as per fishing location, per vessel basis (called a fishing unit) for longline gear.

A fixed budget is available for sentinel projects and the exact number of units will depend on the value of the successful bid.

Bid Pricing:

Your bid is to include the following for Year 2014, and optional years.

Please indicate costs per fishing unit. Normally, there would be 2 fishing units per fishing day up to a maximum of 9 days for a maximum total of 18 units during the period.

Please only bid in the areas of interest. Up to 5 contracts may be awarded.

Gulf Prince Edward Island (Project # 1)	2014	Optional Year 2015	Optional Year 2016
<u>TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):</u>	\$	\$	\$

Gulf New-Brunswick (Project # 2)	2014	Optional Year 2015	Optional Year 2016
<u>TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):</u>	\$	\$	\$

Gulf Nova Scotia (Project # 3)	2014	Optional Year 2015	Optional Year 2016
<u>TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):</u>	\$	\$	\$

Gulf Southern Gaspé Coast (Project # 4)	2014	Optional Year 2015	Optional Year 2016
TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):	\$	\$	\$

Gulf Magdalen Islands (Project # 5)	2014	Optional Year 2015	Optional Year 2016
TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):	\$	\$	\$

* “**ALL-INCLUSIVE FIRM**” Price per Fishing Unit **MUST** be a firm price and include **ALL** costs for conducting the project - i.e. the gear, charter and operation of the vessel, crew salaries, food, fuel, vessel insurance, repairs and maintenance, observer coverage, dockside monitoring and administration. DFO shall provide the following sampling equipment: measuring board, weigh scale, temperature probe and specialized sampling equipment when required.

NOTE:

- Each vessel is expected to fish on a maximum of 9 days for a maximum of 18 fishing units.
- A performance holdback of 10% will be in place. Monthly payments will be made at a rate of 90% of the price per fishing unit. Providing that 80% of the fishing units per vessel are accomplished according to the ‘detailed protocol for the project’ at each site and a minimum of 2 trips are completed in July , August and September, the holdback will be paid at the same time as the final payment. The last invoice is to be received at the end of the contract. This holdback will not be paid for sites where less than 80% of the total contract work was completed
- A fixed budget is available for sentinel projects and the exact number of units will depend on the value of the successful bids
- Prices do not include the applicable Goods and Services Tax (GST).
- Depending on DFO’s mandate and availability of funds, this contract may exercise available options for 2 extra years.
- Option Years will only be in effect if a formal amendment has been signed by the contracting authority and the contractor. These option years may or may not be exercised.

8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

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

9. SUBMISSION

The Contractor submits herewith the following:

- a) **ANNEX 1 OFFER OF SERVICES/CONTRACT FORM (DULY COMPLETED AND SIGNED)**
- b) **APPENDIX "C" Statement of Work;**
- c) **APPENDIX "D" Evaluation Criteria, completed and signed;**
- d) **ANNEX 2 Proposals**

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

10. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

11. APPROPRIATE LAW

The resulting contract shall be governed by and construed in accordance with the laws in the Province where applicable.

12. NO EXPRESS COLLABORATION

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

13. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

14. RIGHTS OF THE MINISTER

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

15. REPLACEMENT OF PERSONNEL

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

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

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

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

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

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

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

16. ADDENDUM

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

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2014.

Contractor's signature _____

17. CONTRACTOR'S ADDRESS

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

18. DEPARTMENTAL PERSONNEL

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

Yannick Lang

Manager (Fredericton) | Gestionnaire (Frédéricton)

Procurement Hub | Centre d'approvisionnement

Materiel and Procurement Services | Services du matériel et des acquisitions

Financial and Materiel Management Operations | Opérations financière et Gestion du

Matériel

Chief Financial Officer | Dirigeant principal des finances

Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB | Fredericton N-B

E3C 2M6

Tel: (506) 452-3801

Fax: (506) 452-3676

yannick.lang@dfp-mpo.gc.ca

PROJECT AUTHORITY

(To be completed upon contract award)

19. SIGNATURE FOR OFFER OF SERVICES

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

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2014.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

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

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2014.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

APPENDIX "A"

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. REVISION OF TENDERS

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

6. TENDER SECURITY

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

7. CONTRACT SECURITY

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

8. INSURANCE

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. TENDER VALIDITY PERIOD

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

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

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

11. INCOMPLETE TENDERS

11.1. Incomplete or conditional tenders will be rejected.

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

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

12. REFERENCES

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

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

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

15. PROCUREMENT OMBUDSMAN

- a. Sections 306 and 307 of the Federal Accountability Act (FedAA) amend the Department of Public Works and Government Services Act to provide for the appointment and mandate of a procurement ombudsman. The Procurement Ombudsman has four primary functions, which are to:
 - i. review the practices of departments for acquiring materiel and services to assess their fairness, openness and transparency and make any appropriate recommendations to the relevant department for the improvement of those practices;
 - ii. review any complaint respecting the award of a contract for the acquisition of goods below the value of \$25,000 and services below the value of \$100,000;
 - iii. review any complaint respecting the administration of a contract for the acquisition of materiel or services by a department, regardless of dollar value;
 - iv. ensure that an alternative dispute resolution process is provided, if both parties agree to participate;
 - v. a possible fifth function is that the Federal Accountability Act also specifies that the Procurement Ombudsman can also perform any other duty or function respecting the practices of departments for acquiring materiel and services that may be assigned to the Procurement Ombudsman by order of the Governor in Council or the Minister of Public Works and Government Services Canada.
- b. The Office of the Procurement Ombudsman (OPO) performs its duties and functions as set out in the Procurement Ombudsman Regulations.
- c. The role of coordinating supplier complaints to OPO as well as OPO reviews of those procurement practices performed by Acquisitions Branch on behalf of clients has been assigned to the Acquisitions Program Policy Directorate, Policy, Risk, Integrity and Strategic Management Sector.

For assistance with respect to OPO related activities or potential complaints, contracting officers may contact the OPO Coordination Office, by telephone at 819-956-1232.

APPENDIX “B”

TERMS OF PAYMENT

1. DEFINITION

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

2. BASIS OF PAYMENT

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

3. METHOD OF PAYMENT

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

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

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

6. PROVINCIAL SALES TAX

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

Prince Edward Island	OP-10000-250
Manitoba	390516-0

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

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

Quebec Sales Tax (QST)

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

Signature of Contracting Authority

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

7. 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:

7.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

7.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

7.3 For individuals and unincorporated businesses, the contractor’s SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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

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

APPENDIX “C”

STATEMENT OF WORK

1.0 Scope

1.1 Title

Sentinel Survey - Longline Gear – Gulf Prince Edward Island (Project # 1)

Sentinel Survey - Longline Gear – Gulf New-Brunswick (Project # 2)

Sentinel Survey - Longline Gear – Gulf Nova Scotia (Project # 3)

Sentinel Survey - Longline Gear – Gulf Southern Gaspé Coast (Project # 4)

Sentinel Survey - Longline Gear – Gulf Magdalen Islands (Project # 5)

1.2 Introduction

With the closure of the cod directed fishery in 1993 on many of the stocks in the Northwest Atlantic, information on the status of the stocks from the commercial fishery was no longer available to scientists of the Department of Fisheries and Oceans (DFO) for stock assessments. This information was previously used in combination with information from research vessel surveys to assess the status of the resources. The Fisheries Resource Conservation Council (FRCC) recommended that DFO put in place a program of sentinel surveys (formerly known as sentinel fisheries) to collect such information. The Minister of DFO subsequently accepted this recommendation.

Sentinel surveys are not commercial fisheries but consist of limited removals from the stocks under a pre-determined protocol for the purpose of collecting biological information. The primary objective is to obtain information on trends in the stocks (e.g. whether stocks are increasing or decreasing). However, the information is also important to study the distribution, migration and general biological characteristics (e.g. condition, maturity stages) of various fish species, as well as collecting information on water temperature.

1.3 Budget

A fixed budget is available for sentinel projects and the exact number of vessels and fishing units will depend on the value of the successful bid.

1.4 Background, Assumptions and Specific Scope of the Requirement

Since 1994, sentinel survey projects have been conducted in the southern Gulf of St. Lawrence (NAFO area 4T). Commercial fishing vessels, following a pre-determined scientific protocol, are used in the projects. In 1994 and 1995 the sentinel projects were largely funded by the Department of Human Resource Development, with DFO providing scientific expertise to oversee the projects and the funds for scientific equipment and observer coverage. Since 1996, the sentinel surveys have been funded almost entirely by DFO.

Following an Atlantic-wide review of the sentinel surveys in December of 2002, the decision was made to decrease the scope of the surveys in each Region. For fixed gear in the southern Gulf of St. Lawrence, sentinel projects are conducted using only one type of gear (longline). In 2014, projects similar to those of previous years will continue for longline gear. The sentinel survey mobile gear projects were modified in 2003 as an industry-based, research survey conducted in the month of August. All work will be conducted under contract to fish harvester organizations.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

A maximum of five (5) longline gear vessels will be used along the Prince Edward Island Coast (project # 1), a maximum of two (2) longline gear vessels will be used along the New-Brunswick Coast (project # 2), a maximum of six (6) longline gear vessels will be used along the Nova Scotia Coast (project # 3), a maximum of two (2) longline gear vessels will be used along the Gaspé Coast (project # 4) and a maximum of two (2) longline gear vessels will be used along the Magdalen Islands Coast (project # 5). In previous years, paired fishing locations (2 per vessel) were identified and these sites MUST be fished again in 2014 for comparative purposes.

Each vessel will fish at two sites, which will remain constant over the fishing season. Each vessel will fish its gear a maximum of 9 times with a maximum frequency of twice per period of 7 days over the term of the contract. This means that the gear may be fished only once during some weeks. Fishing must begin in July, with a minimum of two trips per month required (July, August and September); this is in order to obtain data throughout the season.

For the Nova Scotia project, fishing must begin in July for the sites in St. Georges Bay (120 & 114), (113 & 119) and (115 & 116); and must begin in August for the northern sites (107 & 108), (109 & 110) and (122 and 121). A minimum of two trips per month is required (July, August and September for St. Georges Bay) and (August, September and October for northern sites); this is in order to obtain data throughout the season.

After hauling the gear at each fishing site, the fishing vessel crew and the observer will record all information pertaining to the catch. The crew of the fishing vessel **MUST** assist the observer in conducting the sampling. Fishing operations may have to be slowed down for that purpose. For each site and each time the gear is fished, information on the set location and the complete catch will be recorded. Length frequency measurements (250 fish or the entire catch if less than 250 fish are caught) will be taken for cod, white hake, American plaice, witch flounder and winter flounder (sexed length frequencies are required for all of these species, except for cod). Otoliths will be collected for cod and white hake only (1 per cm) according to the scientific protocols. All data will be recorded on standard observer program data sheets; all fields must be completed.

All Atlantic Halibut must be returned to the water immediately, and where it is alive, in a manner that causes it the least harm

On occasion, special sampling will be required. Examples of special sampling include, but are not limited to: individual weight and length records for cod, sampling for DNA studies of specific species, collection and preservation of fish samples for laboratory analyses. Detailed protocols will be supplied for these collections.

Water temperature will be monitored using probes supplied by DFO. The probes will be initialized by DFO and one will be assigned to each vessel.

2.2 Specifications and Standards

The following specifications and standards must be met and maintained throughout the contract period:

- A minimum of 1250 hooks (size 12 circle - 1 fathom apart) and a maximum of 2500 hooks will be used (divided equally between the two sites). These can be bottom longlines or “floated” longlines (1-3 feet off bottom). The soak time should be a minimum of 4 hours and no longer than 24 hours;
- Prior to the awarding of the contract, the successful Contractor (fishing association or organization) will notify DFO of the vessels involved in the project including the name of the vessel, CFV and the name of the captain;
- The same vessels **MUST** be used for the entire project. **NO** substitution of vessels will be allowed unless the contractor receives written approval from the Scientific Authority for the project, Luc Savoie or representative;
- Observers **MUST** be on the vessels whenever the gear is fished (fish are on-board the vessels). Observers will **NOT** be required during the setting of the gear providing that **NO** fish are being brought aboard;
- Participating fishermen **MUST** be holders of a valid groundfish license and **MUST** have experience in the groundfish fishery;
- **A special fishing license will be issued in the name of each fishing Captain hired through the Contractor for the specified vessel;**
- In accordance with section 2.1 Tasks, Activities, Deliverables and Milestones the contractor **MUST** ensure that after the haul back at each site, the fishing vessel crew and the observers record all information pertaining to the catch;
- Ensure the crew of the fishing vessel assist the observers in sorting the fish and invertebrate species and in conducting the sampling;
- Ensure the water temperature is monitored using probes supplied by the DFO and attached to the trawl during fishing operation.

2.3 Change Management Procedures

All changes must be made in writing and agreed to by both parties.

2.4 Ownership of Intellectual Property (IP)

IP will not be generated from the result of this requirement.

3.0 Other Terms and Conditions of the Statement of work (SOW)

3.1 DFO Support

The DFO will be responsible for the following in support of the contract:

- DFO will provide the following scientific equipment to ensure consistency in data collection: temperature probes, measuring boards, balances and specialized equipment for special sampling.
- Provision of a limited range of scientific equipment (for example temperature probes, measuring boards, balances and specialized equipment for special sampling) to ensure consistency in data collection;
- Provision of standard observer program data sheets;
- Provision of the final list of latitudes and longitudes of the stations will be sent to the contractor once the contract is awarded;
- A special fishing license will be issued in the name of the fishing Captain hired through the Contractor for the specified vessel.

3.2 Contractor's Obligations

The contractor will be responsible for the following in support of the contract:

See section 2.0

3.3 Deliverables

The following deliverables must be met in relation to this project:

- 1) All data recorded on observer program forms (trip, catch and length frequencies and others) and certified by an observer companies in both hardcopy and electronic format delivered directly from an Observer Company to the Project Authority.
- 2) Samples of otoliths, fish and other samples, as per detailed protocol or special sampling requests. These must be clearly identified with the date, fishing location, and vessel name and project number.
- 3) A short report by each fish harvester, using a format provided by DFO, on the status of the stocks based on observations during the project.

3.4 Location of Work, Work site and Delivery Point

Positions for the sentinel survey project – longline Gear – Gulf Prince Edward Island (Project # 1).

Site No.	Lat	Long
301	46 54.272	63 47.808
302	46 50.300	63 43.460
303	46 37.080	63 26.430
304	46 35.100	63 18.450
307	46 13.420	62 08.400
308	46 07.170	61 57.300
313	46 30.260	62 44.890
314	46 31.120	62 37.340
317	46 44.587	63 41.000
318	46 46.581	63 34.288

Positions for the sentinel survey project – longline Gear – Gulf New Brunswick
(Project # 2).

Site No.	Lat	Long
205	47 42.904	64 20.343
206	47 38.609	64 24.920
213	47 52.613	64 13.756
214	47 48.216	64 17.533

Positions for the sentinel survey project – longline Gear – Gulf Nova Scotia
(Project # 3).

Site No.	Lat	Long
107	46 49.357	60 59.426
108	46 53.371	60 53.260
109	47 06.945	60 44.597
110	47 10.977	60 40.194
121	47 13.896	60 26.445
122	47 13.074	60 33.681
114	45 54.110	61 39.770
120	45 58.991	61 41.333
119	45 48.800	61 46.230
113	45 53.800	61 47.130
115	45 46.600	61 39.480
116	45 43.863	61 33.509

Positions for the sentinel survey project – longline Gear – Gulf southern Gaspé coast (Project # 4).

Site No.	Lat	Long
501	48 17.143	64 40.605
502	48 19. 923	64 34.272
505	48 22.338	64 26.432
506	48 22.583	64 18.472
511	48 10.311	64 00.079
512	48 04.092	63 59.054

Positions for the sentinel survey project – longline Gear – Gulf Magdalen Islands (Project # 5).

Site No.	Lat	Long
551	47 33.017	61 59.892
552	47 28.035	61 57.697
553	47 10.900	61 39.090
554	47 05.790	61 37.880

Contractors will be paid on the basis of fishing sets or units that meet with the requirements of the scientific protocols. Any fishing sets done outside of the scientific requirements (as to location, time, amount of gear, etc.) will NOT be considered valid, and NO compensation will be paid (Note: This will be STRICTLY ENFORCED). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

3.5 Language of Work

The language of work shall be English or French.

3.6 Special Requirements

Fishing not consistent with the scientific protocol will contravene the conditions of the fishing license and may result in termination of the contract. This protocol will be provided at contract award.

3.7 Security Requirements

Not applicable.

3.8 Insurance Requirements

The Contractor must ensure they maintain adequate insurance during all project work.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for these periods:

Sentinel Survey - Longline Gear – Gulf Prince Edward Island (Project # 1), from July 2 to November 15, 2014,

Sentinel Survey - Longline Gear – Gulf New-Brunswick (Project # 2), from July 2 to October 25, 2014,

Sentinel Survey - Longline Gear – Gulf Nova Scotia (Project # 3), from July 2 to December 13, 2014,

Sentinel Survey - Longline Gear – Gulf Southern Gaspé Coast (Project # 4), from July 2 to October 25, 2014,

Sentinel Survey - Longline Gear – Gulf Magdalen Islands (Project # 5), from July 2 to November 15, 2014.

5.0 Required Resources or Types of Roles to be Performed

5.1 Fishermen

The contractor must ensure that all participating fishermen are holders of a valid groundfish license and they **MUST** have experience in the groundfish fishery;

5.2 Observers

Observer coverage **MUST** be provided by a certified observer company for the southern Gulf of St. Lawrence (4T).

5.3 Monitoring

Dockside monitoring services **MUST** be obtained from a dockside monitoring firm certified to provide services in the Gulf of St. Lawrence.

6.0 Authorities

Contracting Authority

Yannick Lang

Manager, Procurement Hub (Fredericton)

Fisheries and Oceans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB E3C 2M6 | Fredericton N-B E3C 2M6

T. (506) 452-3801 F. (506) 452-3676

Yannick.Lang@dfo-mpo.gc.ca

Project Authority

To be named on contract award

7. Insurance

Upon contract award the successful bidder will be required to supply insurance as per the insurance conditions below. Additionally, the following conditions must be met:

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada as represented by the Minister of Fisheries and Oceans.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- e. Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

4. A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

8. Additional Vessel Charter Contract Conditions

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.

6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

APPENDIX "D"

EVALUATION CRITERIA AND METHODOLOGY FOR TENDER

Mandatory Requirements for submissions:

All of the following MANDATORY REQUIREMENTS MUST be submitted with your bid in order to your tender to be considered further. Failure to provide any or all of these MANDATORY REQUIREMENTS will result in disqualification of your tender.

ITEM	REQUIREMENT	SATISFIED	NOT SATISFIED	REFERENCE PAGE
1.	The contractor MUST be a fishing association			
2.	The contractor MUST demonstrate that participating captains MUST have experience in the groundfish fishery or in the sentinel surveys.			
3.	Contractor MUST clearly demonstrate that he has the experience in managing project(s) of similar size and scope.			
4.	The Contractor MUST provide the names of the vessels, CFVNs, type of gear, names of the captains.			
5.	The Contractor MUST provide proof of a current Coast Guard Safety Inspection for each vessel as required by regulations.			
6.	The Contractor MUST provide proof of the valid commercial groundfish fishing license (with gear			

	permitted as longline gear) for the southern Gulf of St. Lawrence (NAFO 4T) for each captain.			
7.	The Contractor MUST provide the completed Signature Sheet.			
8.	The contractor MUST include the completed positions, indicating its willingness to fish the sites indicated.			
9.	The Contractor MUST submit the completed Pricing sheet.			

AWARD CRITERIA

The contractor selection will be based on the bid with the lowest cost, provided it meets all the mandatory requirements mentioned above.

In case of equality (meaning when different bidders offer the same cost, and both meet the mandatory requirements set out above), the contract will be awarded to the contractor who participated in the largest number of sentinel longline surveys.

GENERAL:

Any bid may be accepted or rejected in whole or in part. The lowest or any bid may not be accepted.

Envelope Template

The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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Request for Proposal Number F5211-140026 to 140030

Sentinel Survey - Longline Gear

Due Date: April 25, 2014
2:00 pm (14:00 hours) Atlantic Time

BID/PROPOSAL

**Tender Reception,
Fisheries and Oceans, Procurement Hub
301 Bishop Drive
Fredericton, NB
E3C 2M6**

**ATTENTION
Yannick Lang
Manager (Fredericton)
Fredericton Procurement Hub
Fisheries and Oceans Canada
Phone: 506-452-3801**