



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Fredericton Procurement Hub
Material and Procurement Services,
301 Bishop Drive,
Fredericton, NB, E3C 2M6

June 3, 2014

Subject: **Request for Proposal No. F5211-140050**
VESSEL CHARTER FOR LOBSTER TRAWL SURVEY - LFAs 34-38

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The services are to be performed during the period commencing upon award of contract and 31 May, 2015.

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 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

SECURITY REQUIREMENTS:

There is no Security Requirement to perform work under this contract.

If you are interested in undertaking this project, your electronic proposal is to be sent by email to: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca must clearly indicate the title of the work and addressed to the undersigned will be received up to 14:00 hours (2:00 p.m.) ADT (Atlantic Daylight Savings Time) on Thursday, 19 June, 2014.

You are invited to submit one (1) electronic copy of a Proposal which fulfills the requirements of this Request for Proposals. The electronic copy must be completed in accordance with Annex 1 – Resulting Contract Clauses. Your proposal should be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Proposals No. **F5211-140050**, the title of the work and the name and address of your firm.

Proposals in response to this Request for Proposals shall be comprised of two (2) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy; and
- b) **CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy.

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Volume I: Technical Proposal

- a) **ANNEX 1 – RESULTING CONTRACT CLAUSES**
Your proposal must include the duly completed and signed Offer of Services/Contract Form.
- b) **ANNEX 2 - PROPOSAL**
Your proposal must include:
 - 1. An indication of an understanding of the requirement and objectives of the project;
 - 2. A listing of personnel you propose to assign to carry out this work, the specific responsibilities for each member of the team, and each individual's qualifications and experience, particularly as it relates to this project.
 - 3. A description of the firm's capability to carry out this Work.

Volume II: Financial Proposal

- 1. The cost proposal shall be detailed enough to explain the contractor's cost breakout per activity.

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "D".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

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 19 June, 2014, 2 pm (14:00 hours) Atlantic time** to the contract authority as set out in section 18 of annex 1- offer of services / contract form. The department 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,



Kenneth Fortner
Senior Contracting Officer
Fredericton Procurement Hub

Attach.

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REQUEST FOR PROPOSAL:

VESSEL CHARTER FOR LOBSTER TRAWL SURVEY - LFAs 34-38

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Department of Fisheries and Oceans

Bid Closing Date: 19 June, 2014
Time: 2:00 P.M. (Atlantic Time)
Financial Coding: 2195-810-120-0520-2172F-6
Contract/File No: F5211-140050

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

VESSEL CHARTER FOR LOBSTER TRAWL SURVEY - LFAs 34-38

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: **VESSEL CHARTER FOR LOBSTER TRAWL SURVEY - LFAs 34-38**

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 marked Appendix "A", 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. Annex 2 – Contractor Proposal.

4. **SECURITY**

There is no Security Requirement to perform work under this contract.

5. **DISCREPANCIES**

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

6. **CONTRACT PERIOD**

The Contractor hereby offers to perform the work commencing on the date of acceptance of this Offer and is to be completed by 31 May, 2015.

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 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7. **TENDERED PRICES**

7.1 **Charter Vessel**

The Charter Vessel shall pay for the vessel and crew time in addition to all the costs associated with providing the necessary gear, electronics and equipment, etc identified in the Statement of Work.

The following vessel and bid is offered for charter F5211-140050

Vessel Name: _____

Initial Contract: 23 June, 2014 – 31 May, 2015:

\$ _____ + HST/GST

1st Option Period: 1 June, 2015 – 31 May, 2016:

\$ _____ + HST/GST

2nd Option Period: 1 June, 2016 – 31 May, 2017:

\$ _____ + HST/GST

7.2 TOTAL AMOUNT NOT TO EXCEED

\$ _____ + HST/GST

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) ANNEX 2 Proposal
- c) Appendix "C" Statement of Work (Duly completed and signed)

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

10.1 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.

10.2 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.

10.3 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 of New Brunswick.

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. 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

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:

Kenneth Fortner

Senior Contracting Officer
Fisheries and Oceans Canada
Fredericton, NB, E3C 2M6
Email: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

PROJECT AUTHORITY

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

**General Conditions – Manual Services (i.e. Cleaning, window washing,
snow or garbage removal, maintenance)**

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01 Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

02 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

03 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

04 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

05 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

06 Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

07 Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for

approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

08 Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

09 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

10 Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250

Manitoba 390-516-0

ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.

b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.

c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.

d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

11 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

12 Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

13 Audit

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

14 Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

15 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

16 Government Property

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

17 Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

18 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

19 Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

20 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

21 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to

complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

22 Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

23 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

24 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section,

"contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

25 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

26 Code of Conduct and Certifications

1. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. Furthermore, in addition to the [Code of Conduct for Procurement](#), the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
 - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
 - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - a. either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

27 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on the Prevention and Resolution of Harassment in the Workplace](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

28 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

29 The Code of Conduct for Procurement

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

29.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

29.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

TERMS OF PAYMENT

1. DEFINITION

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

2. BASIS OF PAYMENT

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

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made monthly for work performed 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 20 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

Invoices are to be submitted via email, quoting Contract/File No. F5211-140050 the Contractor's GST/HST Registration Number and the Financial Coding to the following address:

DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

5. LIMITATION OF EXPENDITURE

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

6. PROVINCIAL SALES TAX

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

British Columbia	PST-1000-5001
Manitoba	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.

STATEMENT OF WORK

LOBSTER TRAWL SURVEY

GENERAL

The Science Branch, Department of Fisheries and Oceans (DFO) Maritimes Region, Dartmouth, N.S. requires the complete services of a vessel to be used to complete a trawl survey to assess the stock status of the lobster stocks in LFAs 34-38

BACKGROUND – LOBSTER (*Homarus americanus*)

The Department of Fisheries and Oceans Science program strives to assess the state of the lobster resource so that fishery managers and fishing industry are able to make informed decisions on the management of this species.

A fishery independent survey has been identified as a missing element in the assessment of lobster stock status. Based on experience in DFO and in other jurisdictions, the best way to conduct such a survey is by trawl. In 2013, the PED lobster unit undertook a trawl survey for lobsters in LFAs 34-38. The survey used the vessel and much of the protocol of another survey ("ITQ Survey") which had sampled ground fish and lobsters since 1996.

In 2014 the survey will be further modified to improve estimates of lobster abundance. In particular, to assess the effect of season of sampling on lobster catch, the survey will be conducted over a smaller area in two periods: late June/early July and mid-September to early October.

CONTRACT PERIOD

The vessel will have an initial contract period with an approximate start date of June 23, 2014 to May 31, 2015.

Option to extend the Contract:

There will also be an 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.

LEVEL OF EFFORT

The expected level of effort is an estimated total of 15 sea-days to complete tows at 92 stations divided between the two sampling periods.

- 1) **Initial period of Contract:** Between June 23 and July 5th, 46 stations will be completed over an estimated 6-7 sea-days (7-8 stations per day). Between September 20 and October 10, these same 46 stations will be completed. An estimated 7-8 sea-days will be required for the second period because of the reduced hours of daylight in fall compared to early summer.
- 2) **Options Periods:** Dates to be determined for each season upon agreement.

INSURANCE REQUIREMENTS

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

Upon contract award the successful bidder will be required to supply proof of insurance.

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada as represented by the Minister of Fisheries and Oceans.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but

for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

ADDITIONAL 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.

Anticipated Work Activities

The following information is a description of the work that will be carried out:

A vessel is to carry out lobster survey tows to determine the distribution and abundance of lobsters in LFAs 34-38 for 2014

The Work consists of:

1. Successful completion of one tow per station at 92 stations. 46 stations will be sampled between June 23 and July 5th, and these same 46 stations will be sampled again between Sept 20 and Oct. 10th. Total estimated sea-days is 14, assuming 7-8 tows are completed per day in early summer, and 6-7 tows are completed per day in early fall.
2. Gear to be used is a 280 Balloon Trawl, supplied by the contractor. Contractor must ensure net meets original specifications. Department of Fisheries and Oceans and a certified at-sea observer will sample lobsters, fish, and other invertebrate species for stock status studies, and keep them for subsequent biological studies if required.
3. All of the 46 stations sampled in each period will be within LFA 34. Most (42-44) will be at locations successfully trawled with the survey gear in past years. The remaining locations will be at new locations on a trial basis.
4. All tows must be completed in daylight hours. For the 42-44 stations successfully completed in the past, the work at each station will be considered complete when a tow of 1 nautical mile (or 0.6 nautical miles for shallower locations) has been successfully completed. Station completion will be determined by the senior DFO scientist onboard.
5. For the 2-4 new locations, work will be deemed completed if a tow is completed within 5 km of the target location (and in the same depth stratum as the target location), OR the bottom is deemed untrawlable within 5 km of the target location. Bottom would be deemed untrawlable if no safe location can be found after 3 hours of searching using vessel sounders and crew knowledge of the bottom. The contractor will be paid the per station

rate if the bottom is deemed untrawlable. Station completion will be determined by the senior DFO scientist onboard.

6. In all cases the final decision on whether a trawl can be done within 5 km of these new locations will rest with the captain in consultation with the chief scientist aboard. If after 3 hours of searching within 5 km of the target location (same depth strata), suitable bottom for trawling cannot be found, the contractor will be paid at the per station rate.
7. The Senior DFO Scientist will provide a written tentative Cruise Plan, that will include:
 - The dates, time and point of departure;
 - The estimated time at sea;
 - The estimated date, time and point of arrival;
 - All station positions and area of operation;
 - Statement of all scientific operations to be carried out;
 - A listing of all scientific apparatus taken on board;
 - Communication instructions.

Note: A typical work day starts at sun up and ends at sunrise, with the vessel staying at sea for up to seventy-two (72) hours.

8. After provision of the tentative Cruise Plan the chief scientist and captain will discuss and agree on the approximate order of station completion.
9. Contractor must hire and pay for a certified fisheries observer (to be approved by DFO prior to sailing) to conduct scientific sampling (groundfish and lobster).
10. Contractor must pay for an observer company designated to operate in the Maritimes to undertake entry into DFO databases of all biological data collected during survey
11. Contractor is to retain commercial groundfish for sale, with all groundfish kept going against the licence holders quota. Allowance for discards of small fish captured due to the small mesh gear used in the survey will be covered under the DFO license conditions. The Contractor is to return to the water species not permitted to be fished, Halibut < 81 cm, Northern and Spotted Wolffish and Thorny Skate. The Contractor may return the Skate (except Thorny Skate which must be returned), Sculpin and Dogfish to the water.
12. DFO Science will have priority if small numbers of groundfish are needed for scientific sampling; these will not count against the vessel quota.

Supplementary Contractor Information

It is mandatory that the "Supplementary Contractor Information" that is included in the tender package must be agreed upon prior to the initiation of the agreement. Failure to do so will result in cancellation.

Specific Supplemental Contract Conditions: Tender

1. No fishing activities shall be carried out during the period set aside for the survey, until the survey is complete.

2. The Master may not take advantage of the research survey to carry out commercial fishing.
3. The Master shall be in command at all times, although he shall comply with the instructions of the senior scientist, provided the safety of the vessel is not comprised
4. No comments, judgments or opinions regarding the project may be divulged to a third party by the Master and crew to the public without the permission of DFO prior to DFO Science presenting the results of the survey analysis.
5. The Master shall keep a daily log of operations and activities on board the vessel, both at sea and in port, and shall ensure access to the log, at all times, by the senior scientist on board.
6. The Master and crew have no entitlement to any part of the catch not specified in the work plan.
7. Each day upon departing to sea for the purposes of this charter, a report is to be made to the Regional Operations Center (ROC) advising of the departure including an estimated time of return, and upon returning to port for those day trips and at 0800 local each day for those that remain at sea overnight. ROC Watch Supervisors desk is manned 24/7 at 426-6030 (voice), or 426-6334 (fax)
8. We will also require a crew and staff list with next of kin, contact address and phone number for the identification of the next of kin. If any part of the crew or staff change then a new updated next of kin list is required to be submitted to the ROC Watch Supervisor. This should be coordinated with the senior DFO scientist before the cruise
9. As the vessel will be considered a Federal Workplace during the periods that Scientific staff are aboard, use of alcohol or mood altering substances during these periods will not be tolerated. The vessel will be asked to return to port with the potential to cancel the rest of the contract."
10. All interior spaces must be smoke-free.

Failure to adhere to the above conditions at any time shall be considered cause for termination.

General Supplemental Contract Conditions: DFO

1. DFO staff are not expected to carry out tasks other than those of a scientific nature.
2. DFO staff will render assistance consistent with their training to the Master in the event of a shipboard emergency, Search and Rescue incident, or other extraordinary circumstances when their assistance is requested by the Master. The senior DFO member present will determine if the requested assistance is consistent with DFO personnel's training and can be rendered.
3. Any catch becomes the exclusive property of the Department of Fisheries and Oceans for research purposes.

Supplemental Conditions Agreed to by the tender: Yes _____ No _____

Signature: _____

Mandatory Requirements and Selection Method

Mandatory Requirements

Tenders must demonstrate that the Owners can meet all of the mandatory requirements and furnish the vessel and conduct the work as described

Tender Requirements

Tender will be assessed on:

- ❖ "A" Mandatory Requirements
- ❖ "B" Rated Requirements
- ❖ "C" Vessel Inspection
- ❖ "D" Lowest Bid

A. Mandatory Criteria

Tender must detail or show proof of personal and/or company capability and vessel's capacity to meet all mandatory requirements.

MANDATORY CRITERIA	YES	NO
Minimum Mandatory Requirements for Vessel and Gear		
The vessel must be of steel, wood, or fiberglass construction of greater than 25.5 Gross Register Tonnage (GRT) and greater than fifty (50) feet in overall length.		
The vessel must possess a Home Trade Voyage Class 3 certificate		
The vessel operator must possess a current commercial groundfish license for fishing with mobile gear		
The vessel must be equipped with a 280 Balloon Trawl with 14-inch cookie rockhopper foot gear, #11 Westerbeke steel doors, and a 1 ¼" codend liner and net monitoring equipment (Netmind, Scanmar or similar). This gear must be maintained and repaired to original specifications throughout the course of the survey. Fishing will cease if the fishing gear is deemed unacceptable by the chief scientist onboard the vessel.		

<p>The vessel will have, throughout the standby period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations, including a life raft with a valid inspection certificate that has adequate capacity for all persons aboard (for at least 72 hours). Must be storage room for extra survival suits close to the deck so they are easily accessible in case of an emergency.</p>		
<p>Vessel must have a valid Transport Canada Safety Inspection Certificates: 1. SIC 29 if vessel is less than 150 GRT; 2. SIC 31 if vessel is greater than 150 GRT</p>		
<p>The vessel shall be equipped with DGPS and plotter, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Radar, Cellular Telephone, and computer navigation software. Vessel must have a valid EPIRB at all times.</p>		
<p>The vessel shall supply a minimum 3 cubic foot freezer dedicated for biological samples and holding tank to maintain live lobsters if requested.</p>		
<p>The vessel shall have a stable 120 Volt AC power supply to run computers and to be able to plug in a freezer for biological samples.</p>		
<p>The vessel must have at least three bunks for Fisheries and Oceans scientific personnel in addition to the vessel crew's requirements. The vessel must be gender sensitive (accommodation for up to two females separated from rest of crew/staff by solid walls and a securable full door.)</p>		
<p>The vessel must be equipped with adequate and private washroom facilities (flush toilet and sink with hot water and a securable full door)</p>		
<p>Vessel must have adequate deck space so sampling activity on deck does not impede trawling activity. Deck should be sufficiently large to fit a sorting table (~4'x6') and room for two DFO compensated motion scales.</p>		
<p>Minimum Mandatory Requirements Master and Crew</p>		
<p>The Master of the vessel must possess at least a "Certificate of service as Master of a fishing vessel of less than 60 Gross Tonnage" deck certificate.</p>		

Minimum vessel complement during the contract period shall consist of the vessel Master and two (2) crew members.		
All crew members are to have valid MED-A1 certificates		
Crew must handle the gear at all times without assistance from scientific staff.		
Once trawl gear is safely on board, crew must assist in biological sampling of the catch		
Availability – Vessel and Crew		
The vessel and crew shall be available as outlined in the Level of Effort period, to complete the 96 sets. (Exact dates to be determined by the senior DFO scientist and Master and included in the Cruise Plan.)		
During the contract period the vessel and crew must be ready to sail upon a twelve (12) hour notice.		
The vessel and crew must be able to stay at sea for periods of at least seventy-two (72) hours with adequate fuel and fresh water supply.		
The vessel must be willing to berth at various ports off southwest NS and in the Bay of Fundy for the duration of the project. Note: These will be determined by operational requirements.		
The vessel must supply the scientific crew with adequate food and fresh water supply for duration of the survey		
The Tender must declare the ability to procure and maintain in effect insurance with the Minister named as co-insured at value sufficient to protect all interest. ❖ General Third Party Insurance ❖ Worker's Compensation		

A. Meets all mandatory requirements Yes _____ No _____

B. Rated Criteria

A mark of 70% must be obtained in each of the rated categories to be considered compliant. Tenders making less than 70% will be deemed non-compliant

Identify all personnel who will be assigned to this requirement, demonstrating experience and qualifications. Provide detail description of the vessel.

1) Vessel (200 points)

The response must illustrate the type and capability of the vessel used to execute the requirement. In addition state whether there is semi-dry working space that could hold a microscope close to the working deck. A holding tank below deck would also be preferred to allow more space on deck for sample processing. Day accommodation (including life raft capacity such that capacity exists for 7 persons) for a potential additional observer would be preferred

2) Practical Experience (200 points)

The Tender must illustrate in their response practical experience in the following disciplines:

- a) Operation of the use of mobile fishing gear,
- b) Experience in repairing fishing trawls such as the 280 Balloon trawl
- c) Experience in sorting and identification of fish and invertebrates
- d) Experience conducting surveys on behalf of DFO Science.

3) Local Knowledge (100 points)

Tender is to describe and portray an understanding of the fishing area, the local marine environment, and impacting factors in order to execute the requirement(s).

C. Vessel Inspection by DFO (200 points)

The Vessel Inspection shall be executed by DFO upon completion of Parts "A and B" by DFO staff.

The method of determination shall be based on short list of tenders (5 top tenders that met all "Mandatory Items" and received the highest marks in the "Rated Criteria".

The Vessel Inspection shall be also be a rated criteria based on specific criterion as define in Part "C" below.

1) Vessel inspection and interview must demonstrate

- a) Capability to conduct work as stated in requirements
- b) Strong regard for operating in a safe manner,
- c) Good and consistent maintenance
- d) Reasonable level of working and living conditions for science staff
- e) Interview with Master and crew
- f) Review of safety equipment certificates
- g) Review of engine and deck equipment maintenance logs
- h) General housekeeping inspection

Part "D": Cost and Pricing Sheet**Costs:**

The tender shall provide an all-inclusive cost on a "per station" basis for:

1. All vessel operating costs: the cost of food for DFO personnel and the crew, vessel maintenance and repair costs, fuel and oil, and vessel wharf fees for the duration of the survey.
2. Gear operation/repair costs
3. Costs for an observer for survey duration; cost for entry of survey data into DFO database

Cost Attributed to DFO

DFO will provide 1-2 scientific staff and biological sampling equipment.

The price tender(s) shall be separate from the rest of the tender. It shall contain firm rates for the vessel on a "per station" costing. It is to be inclusive of all expenses to render the deliverable(s).

Initial Contract	Rate
Vessel per Station (inclusive of all cost)	\$
X 92 Stations	\$
Total	\$

Option Period 1	Rate
Vessel per Station (inclusive of all cost)	\$
X 92 Stations	\$
Total	\$

Option Period 2	Rate
Vessel per Station (inclusive of all cost)	\$
X 92 Stations	\$
Total	\$

TOTAL ESTIMATED AMOUNT OF ALL PERIODS: \$ _____ + Taxes

Basis Of Selection: Lowest Responsive Cost / Point

Contractor selection will be based on the tender meeting all mandatory requirements and offering the lowest compliant cost-per-point proposal, determined by dividing the bid price by the total points achieved in the rated evaluation of the tender's proposal.

The compliant bid with the lowest price will be recommended for award of a contract.

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.

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 \$1,000,000 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.