



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

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

Proposal to: Fisheries and Oceans Canada

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

Comments: - Commentaires :

Title – Sujet Vessel charter to carry out trawl surveys for snow crab populations on the Gulf of Saint Lawrence.		Date 02/05/2016
Solicitation No. – N° de l'invitation F5211-160065		
Client Reference No. - No. de référence du client F4765-160001		
Solicitation Closes – L'invitation prend fin At / à : 2:00PM ADT(Atlantic Daylight Time) On / le : June 13 th 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Jean-Pierre deVink Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



October 2014 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Article "A" of the resulting contract clauses.

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

Delete section 01 in its entirety.

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

Delete section 02 in its entirety.

2.2 Submission of Bids

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format or one hard copy)

Section II: Financial Bid (one soft copy in PDF format or one hard copy)

Section III: Certifications (one soft copy in PDF format or one hard copy)

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

	MANDATORY REQUIREMENTS	YES	NO	PAGE #
M1	The vessel must have a home port in the southern Gulf of St. Lawrence areas (Gulf Region). (specify the home port)			
M2	The first mate of the vessel must possess at least a "Fishing Master IV" deck certificate. (proof required)			
M3	In addition to accommodations for the captain and crew, at least three (3) bunks shall be provided for Fisheries and Oceans scientific personnel. Sleeping quarters for DFO scientific personnel must have air condition.			
M4	The vessel owner will ensure that the vessel is seaworthy, the main engine, equipment and fishing gear, are in good operating condition. The vessel must have sufficient room for the work planned and be equipped with adequate mechanical and electronic navigation equipment as well as the survival equipment set out in the Canada Shipping Act.			
M5	The vessel must have the following specifications: <ul style="list-style-type: none"> - stern trawler (fiberglass or steel hull) - total length between 64'11" and 80" - minimum 99t gross tonnage - minimum 660HP - minimum one winch equipped with two drums and warps (3/4") that are at least 500 fathoms in length - Gantry and stern ramp to haul a bottom trawl net with doors. 			
M6	The vessel must be equipped with approved VHF radio and a CB radio in good operating condition, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone.			
M7	The vessel must be equipped with sufficient lighting to work safely on the deck at night. It should also have a 120-volt AC generator for the			



	operation of DFO's electronic acoustic system.			
M8	The crew must be able to repair trawls on board the vessel and at the wharf (repair materials will be provided by DFO). A minimum (2) crew members must have experience in handling, repairing and maintaining trawls. These crew members (trawl repairmen) must be available for the entire survey.			
M9	The vessel must have the necessary space for the installation of crab measuring room on deck (approximate surface of 80 square feet: see ANNEX – G picture 2 for an example). The measuring room is necessary to reduce noise, maintain lower air temperature for measuring snow crabs and record the data. The vessel owner shall assure the construction of this room and materials for the temporary measuring room will be provided by DFO prior to the survey.			
M10	The vessel must have the necessary space for installing an oceanographic winch on the wheel house for the duration of the operation by DFO. The modification and installation hydraulic system for the addition of the winch and its removal cost will be covered by DFO.			
M11	The vessel must have enough room (approximately 700 cubic feet) to store scientific material (minimum of 5 Norway lobster trawl nets, 4 pairs of trawl doors, spare nettings, extra acoustic system and sampling material).			
M12	The wheelhouse must have enough space (approximately 25 square feet) for the installation of the acoustic system electronics and three laptops.			
M13	The vessel must be equipped with a steel box (approximate size: 10 feet in length x 5 feet width x 1 ½ foot height surrounded by 1 ½ foot wall). This box will help the DFO personnel to sort the species caught in the trawl. The steel box should open and close, allowing the catch from the trawl to be safely released at sea (see annex "G" picture 1 for an example).			



4.1.1.2 Point Rated Technical Criteria

POINT RATED EVALUATION CRITERIA	Points	
1. The captain in charge of the chartered vessel by this present contract has experience as <u>captain (for at least one season) in scientific trawl work</u> organized by DFO or other institutions/associations. (5 points for the first year experience and one additional point for every other year for a maximum of 10 points).	Max 10	
2. The captain has a least 5 years/seasons' experience as captain in offshore commercial trawl fishing. (5 points for the first 5 years' experience and 2 additional points for every other year or season for a maximum of 25 points).	Max 25	
3. The captain and crew that have experience in handling, maintaining and repairing trawls is an asset. (each crew member with minimum 3 years of trawl repairs valued at 5 points up to a maximum of 25 points)	Max 25	
4. The vessel has not had major or serious repairs (i.e. propulsive system, hydraulic system, electronic system, vessel structure) within the last three (3) years/seasons (complete rebuild excluded) (Given 10 points with a deduction of 2 points/major or serious repair).	Max 10	
5. Vessel rated requirements (maximum of 20 points): 5-1. Cruising speed of vessel (maximum of 5 points) + 5,9 knots or less (0 point) + 6 à 7,9 knots (1 point) + 8 à 9,9 knots (3 points) + 10 knots or more (5 points) 5-2. Vessel length (maximum of 3 points) + 64'11" – 72'11" (3 points) + 73' – 80' (1 point) 5-3. View from the chief scientist's station in wheelhouse (maximum 3 points) + Unable to see winches, net drum, stern (0 point) + Limited view, scientist must move around to see everything (2 points) + Unobstructed view (3 points) 5-4. Living accommodations (maximum of 9 points) + 1 toilet (0 point) + 2 or more toilets (3 points) + 1 shower (0 point) + 2 or more showers (3 points) + 8 bunks (0 point) + 9 or more bunks (3 points)	Max 20	
6. The captain should have a good knowledge of the operation of a bottom trawl, the fishing grounds, current conditions and bottom types of the southern Gulf of St. Lawrence. (2 points/year to a maximum 10 points)	Max 10	
Total amount of points available 100, passing mark 65:	Max 100	



4.1.2 Financial Evaluation

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

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 65 (*sixty five*) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 (*one hundred*) points.

2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Precedent to Contract Award

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

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 Status and Availability of Resources

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

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

5.1.2.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.1.2.3.1 SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

5.1.2.4 Contractor's Representative (*to be entered at contract award*)

The Contractor's Representative for the Contract is:

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

5.1.2.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.



To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

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

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

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

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

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 25 – Integrity Provisions – Contract of F5211-160065 referenced above is amended as follows:

Delete section 25 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of July 1st 2016 to November 6th 2016.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Pierre deVink
 Title: Procurement Officer
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, NB
 E3C 2M6
 Telephone: 506-452-3619
 Facsimile: 506-452-3676
 E-mail address: DFOtenders-soumissionsmpo@dfo-mpo.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

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

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



6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (***insert the amount at contract award***).

Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Method of Payment – Multiple Payments

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

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

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

6.9 Certifications

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2003** (2015-07-03);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Vessel Charter Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Federal Contractors Program for Employment Equity – Certification;
- (h) Annex F, Charter vessel application form;
- (i) Annex G, Additional relevant documents;
- (j) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Procurement Ombudsman

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

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

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

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

6.13 Insurance G1005C (insert date)

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



ANNEX "A" STATEMENT OF WORK

1. Scope

1.1. Title

Charter a vessel to carry out trawl surveys for snow crab populations on the Gulf of Saint Lawrence.

1.2. Objective

Request to charter a vessel to carry out trawl surveys at 355 predetermined stations to assess stock conditions and study the biological cycle of snow crab in the southern Gulf of St. Lawrence.

1.3. Contract Period

From July 1st, 2016 through to November 30th, 2016 (2016/2017 fiscal year) with two option periods to renew 1 year at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be July 1st, 2017 to November 30th, 2017 (2017/2018 fiscal year) and July 1st, 2018 to November 30th, 2018 (fiscal year 2018/2019).

1.4. Contract Area of Operation

The work will be conducted throughout the southern Gulf of Saint Lawrence (see attached figure 1 showing sampling stations).

The vessel must be available to start work by July 1st, 2016. The contactor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually. Berthing ports for loading and unloading the vessel at the beginning and at the end of this project will also be determined by the chief scientist.

The vessel must be willing to berth at various ports in the southern Gulf of St. Lawrence.

2. Requirements

The Department of Fisheries and Oceans Canada requires of the Contractor to provide the following:

- Completing one trawl tow at each predetermined station according to the snow crab trawling protocol. A total of 355 sampling stations will be predetermined and presented to the Contractor prior to the survey (or when renewing the contract) by the Department of Fisheries and Oceans (DFO).
- The sampling will be done using a 20-meter Norway lobster trawl provided by DFO.
- The work at each station will only be considered complete when a trawl tow has been successfully done. A successful trawl tow is a five (5) minute tow with no tearing of the trawl, in which the trawl behaves normally, as observed by an independent acoustic system, regardless of the amount of crab caught. The DFO project leader on board will verify and confirm the success of each tow.
- If the first trawl tow at any given station is not completed, three other tows (called alternative tows) at predetermined positions could be performed to meet the requirements of a successful trawl tow as mentioned above. If all four tow attempts (the initial tow and the 3 alternative tows) are deemed incomplete at one given station, this station will be abandoned (see method payments for the definition of a worked station and payment associated with it).
- At-sea activities include trawling, biological measurements of captured snow crab of all sizes and other by-catch species (sorting, counting and total weight of by-catch species or species group) and oceanographic measurements with the use of a CTD (i.e. temperature, salinity, acidity, sediment) for each station. Additionally, for 100 predetermined stations, individual size measurements for by-catches species will also be collected. Occasionally, soaking trap lines, thermometers or probes and collecting these lines and sediment sampling using a bottom sampler (BEN) will be required at different areas in the southern Gulf of St. Lawrence.



- Personnel (one captain and at least four (4) crew members) must be qualified and experienced to operate a Norway lobster trawl and assist DFO scientific representatives. At least four (4) members of the crew must be available to assist the DFO representatives when measuring crab and when collecting biological and physical data for the entire duration of the survey.
- The scientific authority from DFO on board can decide to collect and conserve snow crabs, as well as other marine species for biological studies.

2.1 Methods and Source of Acceptance

Work will be deemed acceptable provided all stations are successfully completed according to established protocols and all data recorded within the given time-frame (the success will be determined by the DFO scientist-in charge onboard).

2.2 Project Management Control Procedures

The Scientific / Project Authority of the crown will communicate in writing with the supplier if any of the requirements of the contract are not being satisfactorily met.

2.3 Change Management Procedures

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

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

3. Other terms and conditions of the statement of work

3.1. Authority

Project authority name to be provided upon contract award

3.2. DFO Obligations

There is no requirement for access by the contractor to DFO facilities, documentation or networks.

DFO chief scientist will provide and deliver to the vessel all required fishing gear, materials and electronics required as per this statement of work.

DFO shall provide all fishing gear including trawl doors, nets and repair materials. Trawl monitoring sensor system (e-Sonar), hull mounted hydrophone and DBR receivers will be provided by DFO.

3.3. Contractor's Obligations: Vessel Requirements

- Ensure that the vessel is seaworthy, the main engine, equipment and fishing gear are in good operating condition.



- The vessel owner must submit to DFO a detailed list of vessel repairs during the last three (3) years.
- 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.
- 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. Canada will be the sole judge of the capability of the vessel.
- Possess a Home Trade Voyage Class 2 certificate or equivalent allowing travel within 200 nautical miles of the coast.
- Maintain, throughout the contract period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations.
- Possess a valid Transport Canada Safety Inspection Certificates (valid for 8 or more persons) for the duration of the contract period:
 - o SIC 29 if vessel is less than 150 GRT;
 - o SIC 31 if vessel is greater than 150 GRTThe contractor must also provide a copy of the most recent boat inspection certificate.
- The vessel must be a stern trawler. The hull must be fiberglass, steel or wood. The vessel must measure at least 64'11" long but no more than 80' (length preference is closest to 64'11" as this vessel size is what has been mostly used for past trawl surveys)
- The vessel must be rigged with at least one winch equipped with two drums, gantry and stern ramp to haul a bottom trawl net with doors (Norway lobster trawl with a 20-meter headline) and warps (3/4") that are long enough (500 fathoms) for fishing at a depth of more than 200 fathoms/360 meters. The vessel must be able to trawl at a constant speed of 2 knots.
(information: In 2015, of the 355 stations, 6 were between 300 m and 366 m, 3 were between 200 m and 300 m and 2 were between 100 m and 110 m. The remaining stations were less than 100 m depth).
- The vessel must be equipped with a VHF radio and a CB radio in good operating condition and approved by Transport Canada, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone (for security reasons).
- The vessel must be equipped with sufficient lighting to work safely on the deck at night. It should also have a 120-volt AC generator for the operation of DFO's electronic acoustic system. All exterior plugs must be marine grade plugs.
- The vessel should be equipped with a steel box (approximate size: 10 feet in length x 5 feet width x 1 ½ foot height surrounded by 1 ½ foot wall). This box will help the DFO personnel to sort the species caught in the trawl. The steel box should open and close, allowing the catch from the trawl to be safely released at sea (see attached picture 1 for an example). **The fabrication and installation costs associated with this box will not be covered by DFO, see ANNEX "G".**
- The vessel should have the necessary space for the installation of crab measuring room on deck (approximate surface of 80 square feet: see attached picture 2 for an example). The measuring room is necessary to reduce noise, maintain lower air temperature for measuring snow crabs and record the data. The vessel owner shall assure the construction of this room and materials for the temporary measuring room will be provided by DFO prior to the survey.
- The vessel should have the necessary space for installing an oceanographic winch on the wheel house for the duration of the operation by DFO. The modification and installation hydraulic system for the addition of the winch and its removal cost will be covered by DFO.
- The wheelhouse should have enough space (approximately 25 square feet) for the installation of the acoustic system electronics and three laptops. This will allow the DFO representative to gather data coming from sounders arranged on the trawl during tow. This work station must have seating provided.



- The vessel should have enough room to store scientific material (minimum of 5 Norway lobster trawl nets, 4 pairs of trawl doors, spare nettings, extra acoustic system and sampling material), one Xactic tank (approximately 710 litres) and one chest freezer (1000 litres) for storage of biological samples.
- In addition to accommodations for the captain and crew, at least three (3) bunks shall be provided for Fisheries and Oceans scientific personnel. Sleeping quarters for DFO scientific personnel must have air condition.
- The vessel must possess a minimum of one (1) toilet and one (1) shower.
- The vessel must be capable of hauling snow crab traps of the type and size typically used in the southern Gulf of St. Lawrence.
- The rear deck must be partially covered (work area)
- The vessel must possess an overhead net drum to allow net to be properly inspected for any damage at the completion of each tow.
- The vessel must provide fuel, food and fresh water supply for trips of up to ten (10) days duration.
- The vessel must possess two (2) - 8 man (minimum) inflatable or rigid life rafts.

3.4. Contractor's Obligations: Master and Crew

- A captain and at least four (4) qualified and experienced crew members will be required during the entire study that are able to assist DFO scientific personnel during sampling data collection. Fisheries and Oceans Canada representatives should not be included when determining crew requirements.
- The Master of the vessel must possess at least a "Fishing Master II" deck certificate.
- The captain should have significant experience (at least 5 years/seasons) in offshore commercial trawl fishing (groundfish or shrimp) in the southern Gulf of St. Lawrence.
- The captain should have experience (more than 5 years' experience) in steering and operating a vessel and be familiar with various ports of the area under study in the southern Gulf of St. Lawrence.
- The captain should have a good knowledge of the operation of a bottom trawl (minimum 5 years'/seasons' experience), the fishing grounds, current conditions and bottom types of the southern Gulf of St. Lawrence.
- The first mate of the vessel must possess at least a "Fishing Master IV" deck certificate.
- The crew and captain should be able to repair trawls on board the vessel and at the wharf (repair materials will be provided by DFO). At least two (2) crew members (other than the captain) must have experience in handling, repairing and maintaining trawls. These crew members (trawl repairmen) must be available for the entire survey and for the total renewable contract period (total 3 years). If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience and give a minimum 2 week notice to the contracting authority with proof of equivalency. Crew members responsible for trawl repair could change from year to year as long as their replacement is of similar ability and attainment. Before replacing any specific person named in the contract and before the commencement of work each year, the Contractor must submit the names of crew members working onboard. In the case of new crew members, required information (name, qualifications and experience) of the proposed replacement person must be submitted with a minimum of two (2) weeks' notice. Failure to do so may result in the refusal of the "Option to Renew" for subsequent years.
- The names, addresses, telephone numbers, e-mail addresses (if applicable) and all documents and certificates of all crew members must be provided to DFO.
- The vessel and crew must be ready on twelve (12) hours' notice.



3.5. Additional requirements and conditions

- Work at each station will be considered complete when a five-minute tow has been successfully done (the DFO scientific authority on board will verify and confirm the success of a trawl tow). If the first trawl tow at any given station is not completed, three other tows (called alternative tows) at predetermined positions could be performed to meet the requirements of a successful trawl tow as mentioned above. If all four tow attempts (the initial tow and the 3 alternative tows) are deemed incomplete at one given station, this station will be abandoned. (*Information: The total number of trawl tows performed to complete the target of 355 station during the last three years (2013, 2014 and 2015) was 447, 409 and 423, respectively.*)
- The period of work for trawling may extend from 4:00 a.m. to 10:30 pm. (trawling must occur during civil twilight) (*Information: In 2015, civil twilight occurred between 4:52 am and 9:43 pm on July 9th (first trawling day) and between 6:59 am and 6:57 pm on October 15 (last day of trawling).*)
- An independent acoustic system (an acoustic sonar for net monitoring sensor system under the hull), and up to two (2) antennas for DGPS and an oceanographic winch on the wheel house will be installed for the duration of the operation by DFO. The equipment will be removed at the end of the contract by DFO. The installation/removal cost of the equipment will be covered by DFO.
- Although the captain is in charge at all times, he/she shall comply with the instructions of DFO scientific authority provided the safety of the vessel is not compromised and there is no risk of damaging the fishing gear.
- The captain and crew members must provide a healthy work environment, smoke free (inside the vessel) and respectful. Any physical, verbal or psychological harassment from the captain, crew members or contractor will be tolerated.
- The captain of the vessel must keep a daily log of operations and activities on board the vessel, both at sea and in port, and shall allow access to the log by the DFO scientific authority at all times.

- The Contractor must:
 - a. Ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - b. Ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - c. 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.

- The captain shall provide all possible cooperation and assistance to the DFO scientific authority with regards to the gathering, preparation and updating of documents concerning the specific sites harvested and the species and quantities of fish and invertebrates caught.

- Verification of the acoustic system installed by DFO personnel will be done prior to the starting date of the survey and should not be considered duty at sea and this time will consequently not be paid.

- No commercial fishing activities shall be conducted during the period set aside for the study. The captain may not take advantage of the research survey to do any commercial fishing.

- Occasionally, DFO receives embarking requests from the industry. In such case, the DFO scientific authority will consult with the captain prior to grant approval to embark the vessel.

3.6. Sampling and catches

- Any catches become the exclusive property of DFO for research purposes. Neither the captain, crew nor DFO representatives may keep or consume any part of the catch.



3.7. Language of Work

7. All work is to be carried out in French.

3.8. Special Requirements

- Work will be performed under a Section 52 Science fishing licence accompanied by a Gulf Region Fisheries Research Notice maintained by the chief scientist on behalf of DFO. A copy of the licence will be given to the captain by the chief scientist and must be kept onboard for the duration of the contract.

3.9. Travel and Living

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

Method of payment:

Completed stations according to the snow crab trawling protocol (see "Requirements" section) will be paid up to a maximum of 355 stations including abandoned tows. Incomplete tows will not be paid.

Payment will be made upon completion of the work and approval by the DFO scientific authority on board of each portion of 50 stations until the completion of 300 stations (6 payments of 50 stations) and the last payment will be the remaining stations (max. 55 stations).



ANNEX "B" - BASIS OF PAYMENT

2016/2017				
\$ Cost per station	X	# number of station	=	Total cost (initial contract period)
		355		
Applicable Taxes:				
Total price:				
1ST OPTION YEAR				
\$ Cost per station	X	# number of station	=	Total cost (Option year 1)
		355		
Applicable Taxes:				
Total price:				
2ND OPTION YEAR				
\$ Cost per station	X	# number of station	=	Total cost (Option Year 2)
		355		
Applicable Taxes:				
Total price:				
TOTAL OF CONTRAT :				
Initial Contract :		Option Year #1		Option Year #2
	+		+	=
Applicable taxes :				
TOTAL CONTRACT VALUE:				

The submissions should include all the functioning and operating coast of the vessel (food for the corresponding number of crew (at least 4) and maximum of three (3) DFO science representatives, one (1) occasional observer, vessel maintenance and repair costs, trawl net maintenance and repair costs and fuel). Spare trawl webs for trawl net repair will be provided by DFO.



ANNEX "C" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
 - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not



been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



ANNEX "D" – CHARTER VESSEL INSURANCE CONDITIONS

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

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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.



**ANNEX “E” to PART 5 - BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR
EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**ANNEX "F" - CHARTER VESSEL APPLICATION FORM
F5211-160065**

The marine vessel _____ CFV # _____, is hereby offered for charter by the undersigned upon terms and conditions as indicated within contract:

1. Owner (s)

Name (s)	Address	Phone

2. Captain

Name	
Address	
Phone	
MED Certifications (list)	
Masters Certification	
Experience for the following :	
a) Trawls (type and years' experience)	
b) Surveys (indicate which survey and years)	
c) Commercially fished species (state species fished)	
d) Trawler Vessels (state name of vessels as captain)	
e) Fishing area in the sGSL	
f) Proposed Survey Vessel	
g) Ports in sGSL (state ports berthed)	

3. Vessel Crew

Crew Complement (same for entire survey or rotating)

Set _____ Rotating _____

Crew member 1(required)	
Name	
Address	
Phone	
MED Certifications	



a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 2 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 3 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 4 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	



Crew member 5 (if applicable)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 6 (if applicable)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

4. Description of Vessel

Registration number	
Length (feet)	
Beam (feet)	
Draft (feet)	
Gross tonnage	
Registered tonnage	
Voyage class	
Name and engine type	
Engine horsepower	
Fuel capacity (litres/days, state both)	
Fresh water capacity (litres/days, state both)	
Cruising speed (knots)	
Life rafts (type, #, capacity of each)	
120 Volt electrical supply (primary)	
120 Volt electrical supply (secondary, if applicable)	
Year constructed	
Construction material	



Vessel Winch (year of construction or last rebuild)	
Winch warps (size/length)	
Freezer vessel additional to fridge (yes/no)	
Berths (total)	
Separate gender accommodations (yes/no)	
Separate gender accommodations (# of bunks)	
Shower (s) (state #)	
Toilet (s) (state #)	

Location of Vessel (for inspection) : _____

* Captain must be present at time of inspection by DFO Science

5. DATE OF THE MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION:
(DATE) _____

6. Master/Vessel

Equipment	Make	Model et specifications
Depth Sounder (s)		
Radar 1		
Radar 2		
VHF Radios		
DGPS/plotter		
Navigation Software (additional to Olex)		
Satellite telephone		
Computer system		
Others		

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



ANNEX "G" - ADDITIONAL DOCUMENTATION



