

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	Title – Sujet Marine Turtle Sam Waters	pling in Canadian A	tlantic	Date June 6, 2016
Bid Receiving/Réception des sousmissions	Solicitation No. –	Nº do l'invitation		
Procurement Hub Centre d'approvisionnement Fisheries and Oceans Canada Pêches et Océans Canada	F5211-160168	N° de l'Invitation		
301 Bishop Drive 301 promenade Bishop Fredericton, NB E3C 2M6	Client Reference F5238-160021	No No. de référei	nce du c	lient
	Solicitation Close	es – L'invitation pre	end fin	
REQUEST FOR PROPOSAL	At /à : 14:00 ADT(Atlantic Daylight Tin	ne)	
DEMANDE DE PROPOSITION	On / le : June 21, 2	2016		
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	F.O.B. – F.A.B Destination	GST – TPS See herein — Voir inclus	r ci-	Duty – Droits See herein — Voir ci-inclus
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.	Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus			
Proposition aux : Pêches et Océans Canada	Instructions See herein — Voir ci-inclus			
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci- annexée, au(x) prix indiqué(s).	Morgan Marchand Contracting Officer Email – courriel:	emande de renseig		
		-		
	Delivery Required Livraison exigée See herein — Voir			y Offered – on proposée
		dress and Represe u fournisseur/de l'é		- Nom du vendeur, adresse neur:
	Telephone No. – I	No. de téléphone	Facsim	ile No. – No. de télécopieur
	or print) – Nom et		ne autori	on behalf of Vendor (type sée à signer au nom du imprimerie)

Signature

Date



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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 **Annex "A"** of the resulting contract clauses.

1.3 Debriefings

Canada

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

Canada

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-andconditions-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 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

Canada

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.



Canada

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 (1) hard copy OR one (1) soft copy in PDF format
- Section II: Financial Bid one (1) hard copy OR one (1) soft copy in PDF format
- Section III: Certifications one (1) hard copy OR one (1) soft copy in PDF format

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper; a)
- use a numbering system that corresponds to the bid solicitation. b)

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisationgreening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content: and
- 2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: **Technical Bid**

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

Section II: **Financial Bid**

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

3.1.1 **Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

Canada

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

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

Please see Annex "F" for details.

4.1.1.2 Point Rated Technical Criteria

Please see Annex "F" for details.

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.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 70/30 ratio of technical merit and price, respectively. The total available points equals 60 and the lowest evaluated price is \$50,000 (50).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technic	al Score	40/60	50/60	60/60
Bid Evaluated F	Price	\$60,000.00	\$50,000.00	\$70,000.00
	Technical Merit Score	40/60 x 70 = 46.67	50/60 x 70 = 58.33	60/60 x 70 = 70.00
Calculations	Pricing Score	50/60 x 30 = 25.00	50/50 x 30 = 30	50/70 x 30 = 21.43
Combined Rati	ng	71.67	88.33	91.43
Overall Rating		3rd	2nd	1st



PART 5 - CERTIFICATIONS

Canada

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" list (http://www.labour.gc.ca/eng/standards equity/eg/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.

5.1.2 Insurance

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

5.1.3 **Certifications Required with the Bid**

5.1.3.1 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16) Status and Availability of Resources

5.1.3.2 Education and Experience

SACC Manual Clause A3010T (2010-08-16) Education and Experience



5.1.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.4 Supplementary Contractor Information

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

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

- **a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- **b)** The status of the contractor (individual, unincorporated business, corporation or partnership:
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- **d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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

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

Signature

Print Name of Signatory



5.2 Former Public Servant

Canada

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.

Signature

Date



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

There is no security requirement applicable to this Contract.

6.2 Statement of Work

Canada

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-andconditions-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 (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows: Delete section 27 in its entirety.

Term of Contract 6.4

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to May 31, 2017.

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.

Option periods if exercised will be from June 1, 2017 through to May 31, 2018 and June 1, 2018 through to May 31, 2019.

Canada may exercise this option at any time by sending a written notice to the Contractor at least six (6) 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**

Canada

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Morgan Marchand Name: Acting Senior Contracting Officer Title: **Fisheries and Oceans Canada** Department: Materiel and Procurement Services Directorate: 301 Bishop Drive, Fredericton, NB E3C 2M6 Address: Telephone: 506-452-3660 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 (to be inserted at contract award)

The Project Authority for the Contract is:

Name:	
Title:	
Department:	
Address:	
Telephone:	

E-mail address:

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

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

Name: Title: Organization: Address: Telephone:	
E-mail address:	

6.6 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the



published proactive disclosure reports, in accordance with <u>Contracting Policy Notice:</u> <u>2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid in accordance with the Basis of Payment detailed in this **Annex** "**E**" for Work performed pursuant to the Contract. In consideration that the Contractor satisfactorily complete all of its obligations under the Contract, the Contractor will be paid a **firm Sea Day rate** of \$ ______ *(insert 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 \$ _____. *(insert amount at contract award)* Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 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 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

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

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

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.

6.10 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 <u>2010C</u> (2015-09-03) General Conditions Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Vessel Applications Form;
- (e) Annex "C", Insurance Conditions;
- (f) Annex "D", Additional Vessel Conditions
- (g) Annex "E", Basis of Payment;
- (h) **Annex "F"**, Evaluation Criteria ;
- (i) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Procurement Ombudsman

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



Canada

- 6.11.2 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 opoboa@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.
- 6.11.3 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

Insurance G1001C - Specific Requirements (2013-11-06) 6.13

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

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

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



ANNEX "A" – STATEMENT OF WORK

Title Fishing Vessel, Captain and Crew Required for Direct Sampling of Marine Turtles in Canadian Atlantic waters

Sampling/Project Dates

The project work will take place between June 20 and July 31, 2016. 10-21 sea days will be required. The expected number of sea days is 14 and the expected completion date of the project is July 28, 2016. Exact dates will be determined by the DFO scientist-in-charge.

An objective of this project is to complete the work in a single trip, however, two trips may be required if weather, turtle availability, or other circumstances dictate.

1.0 Scope

1.1 Introduction

Live sampling of loggerhead turtles (loggerheads) is used to collect biological information on their spatial distribution, abundance and behavior. This project will involve the direct capture, tagging and sampling of loggerheads in Atlantic Canada.

The work may be conducted throughout the Scotian Shelf and Scotian Slope, and as far offshore as the 200 mile limit (Canadian Exclusive Economic Zone; EEZ). Location of operations will be variable, depending on oceanographic and resource conditions, predicted areas of loggerhead aggregation, and research objectives.

1.2 Objectives of the Requirement

The objective of the contract is to maximize loggerhead at-sea sampling over a period of 14 to 21 sea days.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The vessel must be willing to berth at various ports along the coast of Nova Scotia if required. Note: These will be determined by operational requirements.

The Contractor will provide a vessel that has a covered workspace with electrical outlets for use of computers and other scientific equipment. The vessel must have covered deck space for 2 or 3 scientific personnel to handle live turtles. The scientist-in-charge and up to two additional scientific personnel will be onboard for the duration of the charter period.

The work consists of visually locating and capturing loggerheads over a period of 10-21 sea days in 2016. There is a requirement for the vessel to have infrastructure to carefully and safely launch and retrieve (via. Pullmaster with deck crane, boom, etc.) a ~17ft outboard-powered inflatable boat (supplied) and associated capture equipment (nets, frames, etc.). Captain and crew will be expected to coordinate the launch and retrieval of the zodiac from the larger vessel and also take an active role in locating, capturing, and releasing loggerheads. Vessel crew may also be asked to assist with the loading and unloading of gear related to the project to and from the vessel at the wharf, etc .

Canada

The work will be considered complete when loggerhead turtles are successfully captured, sampled, and released according to established protocols and all data is recorded (the success will be determined by the DFO scientist-in-charge onboard).

Note: A typical work day may range from 8 to 16 hours a day with the vessel staying at sea for up to 21 days.

2.2 **Specifications and Standards**

MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR

The Contractor is required to complete the Vessel Application Form and provide photographs to enable verification.

- The vessel must have all inspection certificates, lifesaving equipment and 0 apparatus as required by The Canada Shipping Act and pursuant regulations
- The entire vessel shall be a smoke-free, alcohol-free, and drug-free 0 environment throughout the duration of the contract
- The vessel certificates and lifesaving equipment (e.g. survival suits and 0 lifeboats etc.) must be sufficient for the captain, crew and up to three scientific personnel
- 0 Minimum vessel complement during the contract period shall consist of the vessel Master and (2) crew members
- The vessel must be rated for use anywhere within Eastern Canada's 0 Exclusive Economic Zone (200 mile limit)
- The vessel must have a harpoon swordfish boat-style mast and/or tower/A 0 frame at or toward the front of the vessel for elevated surveying of the seascape (to enhance marine animal sighting efficiency). This structure should incorporate seating for a minimum of three people.
- The vessel must have capacity to include a second set of functional controls 0 above the wheelhouse.
- The vessel must incorporate a Pullmaster and deck crane or boom capable 0 of lifting, deploying, and retrieving a ~17ft inflatable boat with outboard motor (<1000lbs).
- The vessel must be no less than 45 feet in length 0
- The Contractor must obtain and maintain all permits, licenses and 0 certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.
- The vessel must supply a work bench and/or table which meets all 0 requirements of scientific work (capable of holding equipment)
- 0 The vessel is be equipped with DGPS and plotter, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Radar, Cellular and Satellite Telephone,
- The vessel must be equipped with navigation software and digital charts 0
- The vessel must be equipped with a functional sea temperature gauge 0
- 0 The vessel shall have a 120 volt AC power supply to run computers, centrifuge, recharge other scientific equipment,



- The vessel must be equipped with lighting for safe and efficient work on the deck at night
- The vessel must accommodate some fridge and freezer space for science related purposes only.
- The vessel must allow for a covered deck space for scientific sampling of turtles. If covered deck space is not part of the existing configuration, the vessel must allow for assembly and securing of a tent to shade turtles from the elements, if required
- The vessel must have an unobstructed safe working deck space. If applicable, the vessel must be cleared of all fishing gear to maximize deck space. If applicable, the vessel must have a safety barrier for the open stern (mesh or other material).
- In addition to crew requirements, three berths must be available for scientific personnel.
- The vessel must be equipped with adequate and private washroom facilities (flush toilet and sink, shower, hot water and a securable full door)
- Vessel incorporates a bow sprit/ bow extension/ pulpit akin to those used in the harpoon swordfishery
- Vessel observation mast/tower facilitates surveying at a height ~20 feet or more above sea level

ASSET REQUIREMENTS FOR VESSEL

- The vessel is equipped with hand holds to safely ascend and descend between the highest point on the spotting tower/mast and the deck
- The vessel supports internet access, including capacity to receive remotelysensed oceanographic data (e.g. real time Sea Surface Temperature)

ASSET CRITERIA: SCIENTIFIC WORK SPACE

- The vessel has space for scientific sampling that isn't shared with the kitchen or other areas of the vessel that may hinder work
- Ample workspace (own workstation, room for computes, centrifuge, sampling supplies and equipment, storage with easy access to survival suits) and accommodation space for personal belongings.

MINIMUM MANDATORY REQUIREMENTS FOR CAPTAIN AND CREW

MINIMUM MANDATORY CAPTAIN REQUIREMENT

- Possession of "Fishing Master IV" deck certificate, or equivalent or greater level of certification
- Multiple seasons of experience in commercial offshore fisheries in Atlantic Canada
- Ability to interpret oceanographic information (e.g. sea surface temperature) and use this information to help direct fishing effort
- Proficient at operating a Pullmaster, boom, and other marine rigging, such as that required to safely launch and retrieve a zodiac boat
- Competency in use of onboard tools to facilitate basic repairs, as required



 Willingness to collaborate with the scientist-in-charge to identify promising areas for fieldwork, including relocating vessel to different locations with the goal of improving sampling efficiency

CAPTAIN ASSET CRITERIA

- Experience Captaining a vessel fishing for large pelagic fish such as billfish and tunas
- Experience as a participant in the harpoon swordfishery in Atlantic Canada
- Strong understanding of the marine environment, including sea surface temperature (SST), location of frontal systems, and areas of high productivity, and how these conditions and features relate to the distribution and abundance of pelagic fishes and other marine life
- Experience operating and troubleshooting of/ basic mechanical repairs to small outboard engines
- Experience conducting biological sampling or other scientific work
- Experience participating in at-sea scientific research focused on marine turtles

CREW REQUIREMENTS

- Experience in commercial fishing or other vessel-based marine offshore activities
- Capacity to participate in scientific sampling procedures, including operation of an inflatable boat powered by an outboard engine; deployment, retrieval, care, and cleaning of scientific equipment

CREW ASSET CRITERIA

- Experience in the offshore fishing industry
- Experience as a participant in the harpoon swordfishery in Atlantic Canada
- Experience conducting biological sampling or other scientific work
- Experience participating in at-sea scientific research focused on marine turtles

AVAILABILITY

- During the contract period the vessel and crew must be prepared to work closely with the scientist-in-charge to identify a suitable window for fieldwork, and sail upon a minimum of 48 hours' notice
- The vessel and crew must be able to stay at sea for periods up to 21 days
- The vessel must be willing to berth at various ports along the coast of Nova Scotia if required. Note: These will be determined by operational requirements

1.3 Technical, Operational and Organizational Environment

The Contractor will provide the vessel and crew for the turtle sampling to take place. There are various survey methods used to structure the sampling. To enhance sampling efficiency, there may be considerable flexibility in survey approaches. Directing survey effort will be a dynamic process based on turtle



encounter rate and sampling success. The scientist-in-charge will work with the Captain to plan survey effort.

1.4 Method and Source of Acceptance

Work will be deemed acceptable provided all work is successfully completed according to established protocols and all data recorded within the given timeframe (the success will be determined by scientist-in-charge onboard).

1.5 Reporting Requirements

The reporting requirements of this contract will be the responsibility of the scientist-in-charge.

1.6 Project Management Control Procedures

The individual identified in the proposal as the scientist-in-charge shall: determine scheduling of sailing and landing dates, establish daily objectives to accomplish, direct all required turtle sampling and associated data collection. Progress will be discussed with the Contractor and work plan adjusted as weather or other circumstances require.

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.

2.0 Other Terms and Conditions of the SOW

2.1 DFO Support

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

DFO scientist-in-charge will provide and deliver to the vessel various supplies and equipment including: turtle capture nets and frames, zodiac (~17 ft with outboard motor), turtle lift and slings, Liquid Nitrogen Dewar and blood sampling equipment, and other scientific instruments and supplies.

2.2 Contractor's Obligations

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority



provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

2.3 Location of Work, Work site and Delivery Point

The work will be conducted onboard the contractor's vessel throughout the Scotian Shelf and Slope, and offshore waters within the Canadian Exclusive Economic Zone (200 mile limit).

The vessel must be willing to berth at various ports along the coast of Nova Scotia if required. Note: These will be determined by operational requirements.

Due to the nature of the work, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

2.4 Language of Work

The language of work and deliverables is English

2.5 Special Requirements

Work will be performed under a Section 52 Science license accompanied by a Maritimes Region Fisheries Research Notice held by the scientist-in-charge.

2.7 Travel and Living

All travel costs and living expenses for the Captain, Crew and vessel are the responsibility of the Contractor or Individual. DFO is not responsible for any travel costs or living expenses for the Captain or Crew of the contracted vessel.

3.0 Project Schedule

3.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 10-21 sea days commencing no earlier than June 20, 2016. The expected completion date of this project is July 28, 2016.

3.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

The exact dates will be determined by the scientist-in-charge. Ideally, this project will be completed in one trip, however two trips is acceptable if the weather or turtle success dictate otherwise.

Definition: For this RFP a "Sea Day" shall mean one (1), twenty-four (24) hour calendar day.

The estimated usage during this contract is 14 sea days. The minimum number of days will be 10 and the maximum number of sea days will be 21.

The charter shall provide an all-inclusive cost for a "Sea Day" based on: all vessel operating costs, crew wages, adequate food and fresh water for all scientific personnel and the crew, vessel maintenance and repair costs and vessel wharf fees for the duration of the contract period. The daily rate must include travel and living expenses and all applicable taxes are extra.



Fuel will be reimbursed at cost upon the submission of invoices with original receipts.

Vessel will be refueled upon the completion of each trip. This process will be discussed between the Contractor and the Project Authority upon contract award.

No costs associated with the vessel or its crew will be the responsibility of Fisheries and Oceans Canada (DFO) except fuel.

4.0 Relevant Terms, Acronyms and Glossaries

"Sea Day" shall mean one (1), twenty-four (24) calendar day.



ANNEX "B" - VESSEL APPLICATIONS FORM

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

1. OWNER(S)

Canada

Name(s)	Address	Phone		

2. CAPTAIN

Name	Address	Phone

Experience Captaining a vessel fishing for large pelagic fish such as billfish and tunas

Experience	Dates	Location	Department/organization

Experience as a participant in the harpoon swordfishery in Atlantic Canada

Experience	Dates	Location	Department/organization

Experience conducting biological sampling or other scientific work

Experience	Dates	Location	Department/organization

Experience participating in at-sea scientific research focused on marine turtles

Experience	Dates	Location	Department/organization



Canada

3. **PROPOSED VESSEL CREW (minimum 2)**

Name & Position	Address and email	Telephone

Crew #1 experience in relation to Rated #2

Experience	Dates	Location	Department/organization

Crew #2 experience in relation to Rated #2

Experience	Dates	Location	Department/organization

Name of Certified Captain and Crew Members with Med A1, and/or First Aid Certification

Name, address and phone number.

Name, address and phone number.

Name, address and phone number.

4. DATE OF MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION:

Date_____

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



5. **DESCRIPTION OF VESSEL:**

Canada

Register number	Year constructed	
Length	Construction material	
Beam	# of crew (include skipper)	
Draft	Berths (crew/science staff)	
Gross tonnage	Carrying capacity (tons)	
Registered tonnage	Immersion Suits (quantity)	
Name and engine type	Electrical power	
Engine horsepower	Height of eye at highest viewing platform that can hold 3 people	
Fuel capacity	% unobstructed visibility at helm (-90° to 90°)	
Cruising speed	% unobstructed visibility at viewing platform (-90° to 90°)	
Fuel consumption at	Freezer capacity for	
cruising speed	Samples (cubic feet)	
Potable water capacity	# tables (4x2ft or greater) available for science use	
Number of Lifeboats	Size of vessel able to	
	tow	
Lifeboat Capacity (number of persons)		

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

Equipment	# operational units	Make	Model
Depth sounders (>2000ft)			
Satellite phone			
Radar (min range 24nm)			
VHF Radios			
- fixed			
- portable			
GPS/Plotter			
Additional			
EPIRB (affixed to exterior)			

7. I certify that the information provided on Page 1 and 2 of this Vessel Application Form is accurate.

_____ Captain's Name

Date

_____ Captain's Signature



ANNEX "C" INSURANCE CONDITIONS

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

- 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 <u>Marine Liability</u> <u>Act</u>, 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 <u>Department of Justice Act</u>, 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 "D" – ADDITIONAL VESSEL 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.



Canada

ANNEX "E" - BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work except fuel.

Fuel will be reimbursed at cost upon the submission of invoices with original receipts. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.

The 'Sea Day' rate is to include all costs except fuel. This process will be discussed upon contract award between the Contractor and the Project Authority.

Vessel Name:

Initial Contract Period

From contract award to May 31, 2017

	Description (A)	Estimated Number of Days (B)	Cost Per Sea Day (C)	Extended Cost (B*C) = (D)
1	Marine Turtle Sampling	21	\$	\$

1st Option Year

From June 1, 2017 to May 31, 2018

	Description (E)	Estimated Number of Days (F)	Cost Per Sea Day (G)	Extended Cost (F*G) = (H)
1	Marine Turtle Sampling	21	\$	\$

2nd Option Year

From June 1, 2018 to May 31, 2019

	Description	Estimated Number of	Cost Per Sea Day	Extended Cost	
	(1)	Days (J)	(K)	(J*K) = (L)	
1	Marine Turtle Sampling	21	\$	\$	

Initial contract year: Option Period 1: Option Period 2:	\$ \$ \$	
Total:	\$	(HST/GST Excluded)

ANNEX "F" EVALUATION CRITERIA

Mandatory Technical Criteria

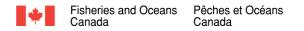
Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed vessel does not meet the specified requirements as described in the <u>Statement of Work</u>. Bids will be evaluated based on the information provided in the proposal and the completed <u>Vessel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

Information provided will be used to assess against both the Mandatory Criteria and the Point-Rated criteria. The Bidder shall cite specific examples from their work history that will address both criterions. For the purposes of this Request for Proposal (RFP), "experience" shall infer that the Bidders' Captain has gained experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted.

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration. Those proposals that are found to meet the Mandatory Criteria shall be evaluated further against the Point-Rated Criteria.

The Bidder should include the following tables in their proposal, indicating that their proposal meets the Mandatory Criteria or Point Rated Criteria, providing the proposal page number and section that contains information to verify that the criteria has been met or inserted the information within the appropriate table.

No.	Mandatory Criteria	Meets Criteria (√)	Page #			
	Captain / Crew Requirement					
M1	The bidder's proposed captain or crew must provide proof that at least one (1) of their members has at minimum MED-A1 or equivalent first aid.					
	Captain Requirement					
M2	The Bidder's proposed Captain must possess a "Fishing Master IV" deck certificate, or equivalent or greater level of certification, please provide a photocopy with your proposal.					
М3	Provide proof that the Captain has multiple years of experience in commercial offshore fisheries in Atlantic Canada					
	Crew Requirement					
М4	Provide proof the crew has experience in commercial fishing or other vessel-based marine offshore activities					



Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately (please provide the information on the Vessel Application Form where applicable).

		Max Points	Point Breakdown Structure	Evaluated Score		
R1 \	essel Details					
R1	Captain Asset Criteria	80	 Experience Captaining a vessel fishing for large pelagic fish such as billfish and tunas (20) Experience as a participant in the harpoon swordfishery in Atlantic Canada (10) Experience conducting biological sampling or other scientific work (20) Experience participating in at-sea scientific research focused on marine turtles (30) 			
R2	Crew Asset Criteria	40	 At least one (1) member of the crew should have experience in the offshore fishing for large pelagic fish such as billfish and tunas (10) At least one (1) member of the crew should have experience as a participant in the harpoon swordfishery in Atlantic Canada (20) At least one (1) member of the crew should have hands on experience conducting biological sampling or other scientific work (5) At least one (1) member of the crew should have experience participating in at-sea scientific research focused on marine turtles (5) 			
R3	Workstation Details	20	 Storage space for research gear (bidder must provide photos) Ample (own workstation, storage) (20) Limited (Shared workstation, storage) (10) Unusable (no work space available) (0) 			
R4	Accommodation	10	 Storage space for personal belongings. (bidder must provide photos) Ample (10) Limited (5) Very limited (0) 			
Tota	otal Evaluated Score /150					