



**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

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title – Sujet</b> Pelagic Shark Longline Survey		<b>Date</b> April 28, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-170086		
<b>Client Reference No. - No. de référence du client</b>		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 1400 ADT (2pm)</b> Atlantic Time <b>On / le : May 16, 2017</b>		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> David LaForge <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



**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 in accordance with the Statement of Work at **Annex "A"**.

### **1.3 Debriefings**

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

### **1.4 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](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (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.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

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

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

### 2.3 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;





## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** 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 hard copy **OR** one soft copy in PDF format)  
**Section II: Financial Bid** (one hard copy **OR** one soft copy in PDF format)  
**Section III: Certifications** (one hard copy **OR** one 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:

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

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/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/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.

#### **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**

Please see **Annex 'E'** for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.





## 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 and Certifications Required with the Bid

#### 5.1.1 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.

##### 5.1.1.1 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](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.

##### 5.1.1.2 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.

### 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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



### 5.1.2.3 Supplementary Contractor Information

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**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.

### 1 Security Requirements

There is no security requirement applicable to this Contract.

### 2 Statement of Work

The Work to be performed is in accordance with the Statement of Work at **Annex "A"**.

### 3 Standard Clauses and Conditions

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

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.

#### 3.1 General Conditions

2010C (2015-07-03), General Conditions - 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.

### 4 Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

### 5 Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David LaForge  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 301 Bishop Drive  
Fredericton, New Brunswick, E3C 2M6  
Telephone: 506-452-2486

E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)



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

**5.2 Project Authority (to be inserted at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

**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.

**7 Payment**

**7.1 Basis of Payment**

7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(insert amount at contract award)* and Applicable Taxes are extra.

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.

- 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.

## 7.2 Limitation of Expenditure

7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2.2 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:

- i. when it is 75 percent committed, or
- ii. four (4) months before the contract expiry date, or
- iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

7.2.3 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.

## 7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 8 Invoicing Instructions

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.

Each invoice must be supported by:

- i. a copy of time sheets to support the time claimed;
- ii. a copy of the monthly progress report; and
- iii. indicate the following **AP Coder** on each invoice \_\_\_\_\_ (*name to be provided at contract award*).



Invoices must be distributed as follows:

- iv. The original must be emailed to DFO Accounts Payable, at the email address indicated below for certification and payment:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

## 9 Certifications

### 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.

## 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.

## 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 [2010C](#) (2015-07-03), General Conditions - Services (Medium Complexity);
- (c) **Annex 'A'**, Statement of Work;
- (d) **Annex 'B'**, Basis of Payment;
- (e) **Annex 'C'**, Insurance Conditions;
- (f) **Annex 'D'**, Additional Vessel Charter Contract Conditions;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 12 Procurement Ombudsman

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

**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](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**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>



### 13 Insurance – Specific Requirements

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

### 1.0 Scope

#### 1.1 Pelagic Shark Longline Survey

#### 1.2 Introduction

Currently, there is a strong need to understand abundance, trends, and distribution patterns of multiple large pelagic sharks within the NW Atlantic. Data to inform these questions can only come from a dedicated survey as all commercial fisheries targeting pelagic sharks are closed. The data on abundance and distribution of pelagic sharks is necessary to inform international management efforts through the International Conservation Council for Atlantic Tunas (ICCAT), national fisheries management, and conservation initiatives.

This contract is for all at-sea fishing activities necessary to complete the survey. Successful completion will require multiple vessels to be fishing concurrently to minimize the potential for movement of animals throughout the survey area (see attached protocol for a description of the survey area and sampling stations).

#### 1.3 Objectives of the Requirement

The objective of the contract is the successful sampling of all planned survey stations, up to a maximum of 60 stations. At least 90% of the survey stations must be sampled within a two-week period for the sampling to be considered successful. Therefore, Fisheries and Oceans Canada (DFO) requires the service of *multiple vessels from the pelagic longline fleet* under this contract. The contractor must be able to supply multiple vessels (a minimum of 2 and a maximum of 5) for sampling. Each vessel will carry a crew complement of at least two members in addition to one scientific technician who will be contracted separately.

#### 1.4 Background, Assumptions and Specific Scope of the Requirement

Pelagic shark longline surveys of this scope have been completed twice previously, in 2007 and in 2009. Both of these surveys were done in collaboration with license-holders in the commercial Porbeagle fishery. In these surveys, sampling took place in conjunction with regular fishing activities and fishermen were allotted additional Porbeagle quota as compensation for participating in the survey. This is no longer possible as Porbeagle is considered to be endangered in Canada and the directed fishery has been closed since 2013.

The only remaining commercial pelagic longline fleet directs for Swordfish and Other Tunas. All license-holders in this fishery are represented by the Nova Scotia Swordfishermen's Association. Several of the captains who previously participated in the Porbeagle fishery currently hold Swordfish and Other Tunas licenses.

For this survey to give meaningful results on the status of large pelagic sharks, consistency in sampling vessels and methodologies are essential. The Contractor must be able to supply captains who are experienced in fishing pelagic longlines and/or captains who were previously license-holders in the directed Porbeagle fishery to ensure consistency and comparability of data being collected.





## **2.0 Requirements**

### **2.1 Tasks, Activities, Deliverables and Milestones**

This project is not defined by milestones. Work will be ongoing throughout the course of the survey until the survey is deemed complete by the Scientific/Project Authority. Then the contract is considered to be successfully completed, as defined within this document.

The Contracting Authority will invoice at the completion of the survey.

### **2.2 Specifications and Standards**

The Contractor must ensure that participating vessels follow the established survey protocol, as determined by the DFO technician onboard. This will include the requirement to sample within 10 nautical miles of fixed survey stations. The survey design includes specifications related to gear configuration and deployment, bait, soak time and animal release protocols which will be adhered to by each vessel.

### **2.3 Method and Source of Acceptance**

Work will be deemed acceptable provided all stations included in the survey are successfully fished according to established protocols and all data recorded while at sea. At least 90% of the survey stations must be sampled within a two-week period. Successful fishing at each station will be determined by the DFO technician onboard. Successful completion of the survey will be determined by the Scientific/Project Authority.

### **2.4 Reporting Requirements**

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

### **2.5 Project Management Control Procedures**

Adherence to the sampling protocol will be determined by the DFO technician onboard throughout the duration of the survey.

### **2.6 Change Management Procedures**

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

The Science/Project Authority is the representative of Fisheries and Oceans, Canada, for whom the Work is being carried out. The Project Authority is responsible for all technical aspects (scientific work) of the Work under the Contract. 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.

### **2.7 Ownership of Intellectual Property**

All data will be the property of the crown without exception. Delivery of goods/services does not lead to the creation of intellectual property.



### 3.0 Other Terms and Conditions of the SOW

#### 3.1 Authorities

The Contracting Authority name will be provided upon contract award. The Contracting Authority will oversee the identification and deployment of vessels and captains as well as administration and invoicing.

The Project Authority, is responsible for scientific considerations of the work under the contract. All on-board DFO technicians will be working under their direction.

#### 3.2 DFO Support

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

The Project Authority will provide and deliver to the vessel all required biological sampling gear, materials and electronics required as per this statement of work.

#### 3.3 Contractor's Obligations

##### Specifications and Standards

##### Requirements: Vessel

- Fishing vessel of steel or fiberglass construction of at least thirty-five (35) feet in overall length
- 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 for the duration of the contract period:
- Vessels must have a winch capable of lifting >250 kg (live animal plus cradle).
- Shall be equipped with DGPS, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Dual Radar, Satellite Telephone and OLEX computer system or equivalent.
- Must have at least one bunk for Fisheries and Oceans scientific personnel in addition to the vessel crew's requirements.
- Must have adequate accommodation as deemed by Project Authority during vessel inspection.
- Must be equipped with a longline drum and hauling station, capable of hauling longline sets incorporating a minimum of 600 hooks
- Must be equipped with lighting for safe work on the deck at night
- Must possess an inflatable or rigid life raft capable of carrying all individuals on board.

##### Requirements: Master and Crew

- The Master (Captain) of the vessel must possess at least a "Fishing Master II" deck certificate.
- Minimum vessel complement during the contract period shall consist of the vessel Master and one (1) crew member.
- At least one person is to have valid MED-A1 certification and First Aid
- The vessel Master must own a commercial Swordfish and Other Tunas pelagic longline license, plus valid conditions for 2017.
- During the project work period the vessel and crew must be ready sail upon forty-eight (48) hour notice.

#### 3.4 Location of Work, Work site and Delivery Point

Vessels will sail from a registered port. All work will take place at-sea, throughout the continental shelf along the Atlantic coast of Canada (see attached protocol). Upon completion, science personnel will be brought ashore at the point of departure for each vessel.



### **3.5 Language of Work**

Work will be carried out in English.

### **3.6 Special Requirements**

Work will be performed under a divisional Science fishing licence accompanied by a Maritimes Region Fisheries Research Notice maintained by the Project Authority on behalf of DFO.

### **3.7 Insurance Requirements**

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

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

Upon contract award the Contract Authority will be required to supply proof of insurance for all participating vessels.

### **3.8 Travel and Living**

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

## **4.0 Project Schedule**

### **4.1 Expected Start and Completion Dates**

The Project work will take place between June 1, 2017 and August 31, 2017. The services of the Contractor will be required for a period of approximately three weeks within this window. Exact dates will be determined through discussion between the Project Authority and the Contractor. Working days and completion will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc.

### **4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)**

A 1-2 day training trip for science personnel will occur prior to the start of the main survey (proposed for the first week of June, 2017). The Contractor must supply one vessel to do one longline set during this trip. Once the survey starts, it is expected that each vessel provided by the Contractor will sail between 3 and 14 consecutive days, depending on the survey stations assigned to each. Survey stations will be assigned depending on vessel characteristics as well as discussion and mutual agreement between the Project Authority and the Contract Authority.

## **5.0 Required Resources or Types of Roles to be Performed**

See Section 3.3 for required resources.

All particulars related to vessel operation, gear deployment and retrieval, as well as safety at sea are the responsibility of the Contractor. Scientific protocol and sampling is the responsibility of the Project Authority and on-board DFO Technicians.



## 6.0 Applicable Documents and Glossary

### 6.1 Applicable Documents

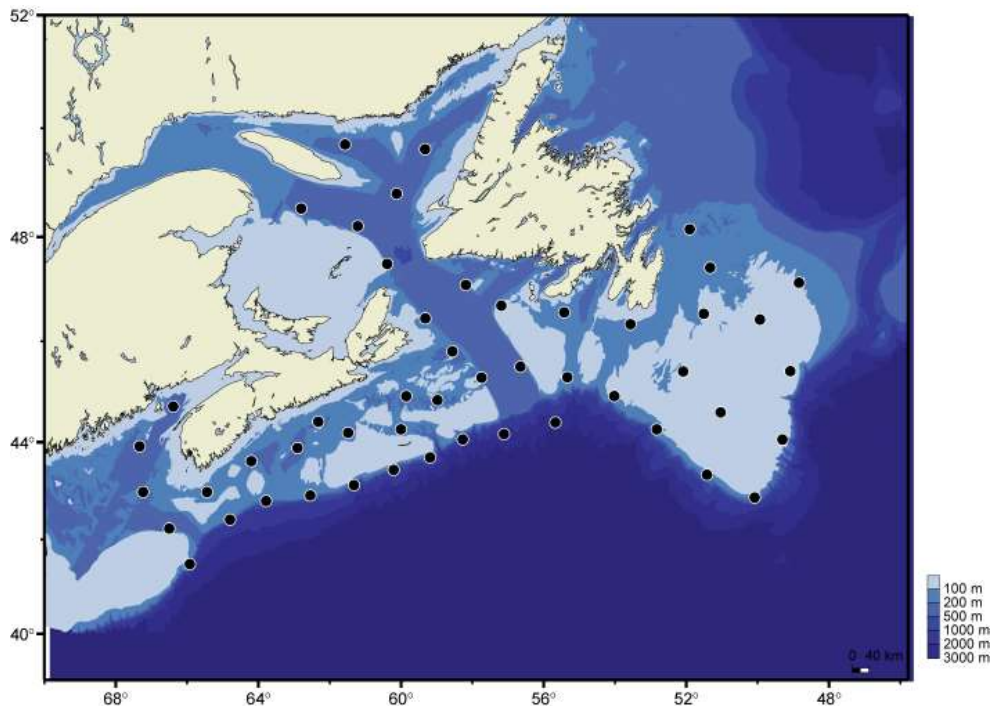
#### Shark Survey Protocol

Longline gear will be fished throughout the water column in a manner similar to that used in the US shark surveys; that is, from surface to bottom and back to surface. The survey area includes approximately 50 sampling stations distributed in a grid pattern across the Scotian Shelf, in the Gulf of St. Lawrence and off of southern Newfoundland.

#### Sampling details (Contractors):

- All sets will be conducted within a 30-day period
- 52 plus 4 optional stations
- 1 set within ten nautical miles of each predetermined survey station
- 600 hooks per set using regular shark fishing gear
- 3-6 hr soak time for the first hook; #8 or #9 J hook (if possible; circle hooks if not), squid for bait
- sets configured to fish from surface to bottom and back to surface, at repeating intervals, but no deeper than 250 meters; use 2.5 fm buoy line on middle float of each section to ensure that some hooks near surface
- Science person aboard to record all survey sets: baited/unbaited hooks, species, length, sex; detailed workup of dead sharks
- All live sharks will be tagged and returned to the water with the least amount of harm possible.
- Detailed sampling of dead sharks to include internal examination for sexual maturity, vertebrae and stomach contents.

Set locations to be determined, but will be similar to below.





**ANNEX "B" – BASIS OF PAYMENT**

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

**Initial Contract Period**

**From contract award to March 31, 2018**

	<b>Description (A)</b>	<b>Estimated Number of Days (B)</b>	<b>Cost Per Sea Day (C)</b>	<b>Extended Cost (B*C) = (D)</b>
1.	Pelagic Longline Survey	50	\$ _____	\$ _____
2.	Contract Administration	1	\$ _____	\$ _____

**Total Estimated Costs:** \$ \_\_\_\_\_ (HST/GST Excluded)



## ANNEX "C" – INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached 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 as represented by the Minister of Fisheries and Oceans.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



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

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

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



## ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

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



## ANNEX "E" 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 Statement of Work. Bids will be evaluated based on the information provided in the proposal.**

Information provided will be used to assess against the Mandatory Criteria. The Bidder shall cite specific examples from their work history that will address criteria. 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.

The Bidder should include the following tables in their proposal, indicating that their proposal meets the Mandatory 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 #
Bidder			
M1	Each vessel (minimum of four, maximum of five) supplied under the contract must have a Swordfish and Other Tunas commercial longline license plus valid conditions for 2017. Bidder to provide their valid license number.		
Captain Requirement			
M2	The Bidder's proposed Captains must each possess a "Fishing Master II" deck certificate, or equivalent or greater level of certification. Bidder to provide photocopies with your proposal.		
Captain or Crew Requirement			
M3	The bidder's proposed captains and/or crew must provide proof that at least one (1) member on each vessel has at minimum MED-A1 and Standard First Aid. Bidder to provide dates of certification		