



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2
Bid Fax: (709) 772-4603

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2

| | |
|--|---|
| Title - Sujet Sentinel Survey - 4R and 3Pn | |
| Solicitation No. - N° de l'invitation F6074-170002/B | Date 2017-05-31 |
| Client Reference No. - N° de référence du client F6074-170002 | |
| GETS Reference No. - N° de référence de SEAG PW-\$Xaq-025-6838 | |
| File No. - N° de dossier Xaq-6-39218 (025) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-16 | Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Hoskins, Nicole | Buyer Id - Id de l'acheteur xaq025 |
| Telephone No. - N° de téléphone (709) 772-8192 () | FAX No. - N° de FAX (709) 772-4603 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Fisheries and Oceans White Hills Road St. John's, NL A1C 5X1 | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this solicitation or the subsequent contract.

1.2 Statement of Work

The Department of Fisheries and Oceans – Science Branch – in the Newfoundland and Labrador Region has a requirement for the delivery of a sentinel survey for cod. There are approximately eighteen (18) enterprises involved in the sentinel survey in NAFO Division 4R and Subdivision 3Pn.

Around fifteen (15) vessels are fixed gear (gill nets, line trawls, hand lines) inshore fishing boats, and three (3) vessels are 45-65 foot longliners equipped for otter trawling. Participants in the cod sentinel program will collect biological data for age-determination and record the presence of by-catch species and environmental conditions.

The contractor will provide a biologist and technicians trained by DFO personnel, and who have data collection experience, to assist in training participants, collecting data, and monitoring at-sea scientific activity.

For additional details, please refer to the complete Statement of Work attached at Annex "A."

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):
- Labrador Inuit Land Claims Agreement.

1.4 Debriefings

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

1.5 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.6 Canadian Content

The requirement is limited to Canadian goods and/or services.

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>) issued by Public Works and Government Services Canada.

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* (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Newfoundland and Labrador.

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.

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*](#):

- the main purpose of the contract, or of the deliverables contract for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - four (4) hard copies

Section II: Financial Bid – one (1) hard copy

Section III: Certifications – one (1) hard copy

Please return this RFP document with your bid, fully completed and signed where required on page 1.

Prices must appear in the financial bid only, located in Annex "B" – Basis of Payment. 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. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and experience and describe their approach to carrying out the Work in a thorough, concise, and clear manner. The information should show that Bidders have the ability to manage the proposed project effectively and efficiently.

Attach resumes of your key personnel who will be assigned to the project, emphasizing their relevant experience and identifying the project manager who will be responsible for overall control. Please indicate what priority you will give this project.

To avoid duplication, bidders may refer to different sections of their bids by identifying specific paragraph and page numbers where the subject topic has already been addressed.

Section II: Financial Bid

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

An all-inclusive per diem rate is required from the Bidder, however, the price proposed should indicate a detailed breakdown of the total quoted price. The following is a guideline:

- a. Labour rates of personnel involved showing annual salary, time rate, and estimated time required.
- b. Labour base: the number of days the above time rates are based on in the year, the number of hours worked per day, and fringe benefits (showing percentage and breakdown).
- c. Overhead charges, showing details and a sample calculation of your rate formula.
- d. Travel and living: give best estimates showing purpose of trip, destination, number of trips, duration, meals and accommodation.
- e. Direct charges, (i.e. computer time, equipment rentals, telephone, printing and copying, office supplies, shipping, etc.) listed in detail giving best estimate of cost.
- f. List individually any subcontractors proposed, describing the work to be performed, and giving a complete cost breakdown equivalent to that provided by your company. A basis for the rates charged by subcontractors should be given.
- g. Profit or fee, if any, showing percentage and on what basis.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

| Mandatory Technical Criteria | Scoring | Acceptable Proof of Meeting the Requirements |
|---|-----------|--|
| The bidder must demonstrate that they have a well-defined team organization . | Pass/Fail | Documented reporting structure, defined roles and responsibilities. |
| The bidder must demonstrate that they have a designated Project Manager to conduct the activities outlined in Annex "A" - Statement of Work. The proposed Project Manager must have a minimum of five years of experience in managing projects of a similar scope and structure. | Pass/Fail | CV or resume will be accepted to support the stated experience requirements. |
| The bidder must demonstrate that contract participants (survey platforms) will be available in the required sampling locations (mandatory survey locations) outlined in Annex "A" - Statement of Work. Work must take place at the required time and using the required gear to ensure that the survey covers the same time period and geographic location as previous surveys. | Pass/Fail | A minimum of 80% of locations confirmed. Signed commitment from harvesters for completing 2017-2018 survey stations would be acceptable evidence of platform availability. |
| The bidder must ensure the supply of survey fishing gear (gillnet and linetrawl) and be able to charter vessels necessary for survey work. | Pass/Fail | Demonstrate how gear and charters will be obtained, along with detailed budget information showing the associated start-up costs. |

4.1.1.2 Point Rated Technical Criteria

| Point Rated Technical Criteria | Scoring | Acceptable Proof of Meeting the Requirements | Maximum Points |
|---|---------|---|----------------|
| Understanding of the scope and objectives of the Sentinel Survey including survey design and application of survey results to the assessment process | Points | Points awarded based on adequacy and completeness of description of the requirement | 20 |
| Adequacy of work plan and schedule with intent and ability to maintain integrity of data series with respect to timing and geographic location, as well as survey and project design | Points | Points awarded based on work plan and schedule presented in project description | 20 |
| <p><u>Key technical personnel:</u></p> <p>One biologist with background (two years of experience minimum) in fisheries related data and summarizing/presenting information to industry/science meetings;</p> <p>and</p> <p>At least two technical support people (minimum of two years of experience for each) in scientific sampling of Sentinel Survey and/or related scientific sampling; providing training and support to participants, as well as troubleshooting technical survey issues.</p> | Points | Points awarded based on number of employees and experience combined; Resume or CV of technical personnel will be required to support experience requirement | 20 |
| Competence proven in similar and/or related work | Points | Science partner references, successful project summaries, past project work plans/deliverables could be support of competence | 20 |
| The availability of contract participants (survey platforms) in the required sampling locations outlined in Annex "A" - Statement of Work (at the required time and using the required gear) above the minimum stated in the mandatory criteria. | Points | Points will be awarded above 80% (relative to the number of sites over the 80% minimum). Signed commitment from harvesters for completing 2017-2018 survey stations would be acceptable evidence of platform availability | 20 |
| Total Points | | | 100 |

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4.1.2 Financial Evaluation

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

4.2 Basis of Selection – Minimum Point Rating

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of seventy (70) percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of one hundred points.

4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process by the time the evaluation of bids is completed, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract. Failure to

provide the list of names within the time specified will render a bid non-responsive, or the supplier otherwise disqualified for award of a contract.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority will render the bid non-responsive.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

5.2.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2.3.2 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Education and Experience

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

5.2.3.4 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2035 (2016-04-04), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):
- Labrador Inuit Land Claims Agreement.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nikki Hoskins
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
7th Floor, John Cabot Building
St. John's, NL A1C 5T2

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File No. - N° du dossier
XAQ-6-39218

CCC No./N° CCC - FMS No./N° VME

Telephone: (709) 772-8192
Facsimile: (709) 772-4603
E-mail address: Nicole.Hoskins@pwgsc-tpsgc.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 completed upon contract award)

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment (attached at Annex "B") to a ceiling

price of \$ _____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Methods of Payment

6.7.3.1 Advance Payment

Canada will pay the Contractor in advance for the Work 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.

6.7.3.2 Progress Payments

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to ninety (90) percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
- e. authorized representatives.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department
SACC Manual clause [C0101C](#) (2010-01-11) Discretionary Audit - Non-commercial Goods and/or Services
SACC Manual clause [C0300C](#) (2014-06-26) Cost Submission - Contract Cost Principles 1031-2
SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

6.8 Invoicing Instructions

6.8.1 Advance Payment Claim

The claim must show:

- a. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- b. a list of all relevant, direct start-up expenses to be paid in advance.

The claim should be accompanied by:

- a. a copy of the invoices, receipts, or vouchers for all relevant, direct start-up expenses
- b. some form of guarantee given by a financially strong third party that will protect any advance payment issued. This guarantee would usually take the form of a surety bond from an associated or parent company or a financial institution, or an irrevocable Letter of Credit from a Canadian bank. It should provide for return to Canada of the unliquidated balance of the advance, plus interest, in the event of work cancellation or other contract termination for Canada's convenience.

The Contractor must prepare the claim and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

6.8.2 Progress Payment Claim

The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims for progress payment until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC *Manual* clause [A0285C](#) (2007-05-25) Workers Compensation

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

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 supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), Higher Complexity – Services;
- (d) Annex “A” - Statement of Work
- (e) Annex “B” – Basis of Payment;
- (f) Annex “C” – Travel and Living Guidelines
- (g) Annex “D” – Insurance Requirements;
- (h) the Contractor's bid dated _____ (insert date of bid).

6.12 Insurance

The Contractor must comply with the insurance requirements specified in Annex “D.” 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.

ANNEX "A" – STATEMENT OF WORK

2017-2018 4R, 3Pn Cod Sentinel

Sentinel surveys have been conducted in the inshore areas of Newfoundland and Labrador (NAFO Divisions 2J, 3KLPs and 4R, 3Pn) since 1995. They are collaborative science projects between Fisheries and Oceans and industry organizations that were developed in order to augment Science information on inshore cod stocks. These projects provide valuable catch rate and biological information on cod, as well as provide platforms for other research initiatives, including mark and recapture work that gives information on fish mortality and movement.

There are approximately (18) survey platforms required for the sentinel survey in NAFO divisions 4R, 3Pn. Participants are selected by the contractor based on the following criteria developed in consultation with DFO: Core Harvester designation, Groundfish licence holder and resident of the appropriate geographic area with an attachment to the fishery in that area. The contractor shall endeavor to have participants remain with the project over a number of years to minimize data variability.

Around fifteen (15) vessels are fixed gear (gill nets, line trawls, hand lines), inshore fishing boats, and three (3) vessels are 45-65 foot longliners equipped for otter trawling operating in NAFO Division 4R and Subdivision 3Pn.

Fixed Gear Sites are required in these locations (GN=Gillnet LL=Longline):

STN01 and STN29 La Poile (LL)
STN02 Rose Blanche (LL)
STN03 and STN08 Burnt Island (LL)
STN04 Port aux Basques (LL)
STN05 Codroy (LL)
STN06 Three Rock Cove (LL)
STN09 Rocky Harbour (GN)
STN11 Daniel's Harbour (LL)
STN14 Trout River (GN)
STN18 Green Island Cove (GN)
STN 19 Raleigh (GN)
STN23 L'Anse-au-Loup (GN)
STN26 Port au choix (GN)

The Sentinel Mobile 3Pn, 4RST survey generally consists of 300 stations (30 minute tows of a 300 Star Balloon trawl mounted on a Rock Hopper footgear), of which 150 are realized in 3Pn and 4R NAFO Divisions by Newfoundland trawlers.

A list of main and alternate stations with tow positions will be provided by DFO – Science, however it is the skipper's responsibility to make sure that a position is trawlable.

The contractor must ensure the supply of all fixed fishing gear including boats and crew. Mobile gear (Star Balloon 300 mounted on Rock Hopper gear, 145 mm with a lining at the codend of 40 mm) will be supplied and maintained by the contractor.

Prior to the start of survey work, the contractor must provide fishing enterprise information including the owner/operators name, vessel name, LOA, CFV #, and names of crew members. In the event that an owner/operator must use a designate for vessel operation, the contractor will notify the DFO Scientific Authority and DFO Conservation and Protection Branch in writing prior to any survey work being undertaken by the designate.

Participants in the cod sentinel program will collect biological data: lengths, weights, sex and otoliths for age-determination. They will also record the presence of by-catch species and environmental conditions as listed on log sheets.

The contractor will provide a biologist and technicians trained by DFO personnel and who have data collection experience, to assist in training participants, collecting data and monitoring at-sea scientific activity. These personnel should be deployed at several locations to allow easy access to a number of sentinel sites.

When DFO staff plan to accompany sentinel survey enterprises, the DFO Authority will provide a date and time for departure from the wharf. In the event the DFO Authority is not present on the wharf at the scheduled date and departure time and has not notified the owner/operator of any changes, the owner operator will wait for one (1) hour past the scheduled time of departure before leaving without the DFO Authority.

Survey Duration

The sentinel survey will operate over the period June 21 2017 to March 31 2018. Survey weeks must be allocated according to Fishing Plans agreed upon by the DFO Scientific Authority and the Project Partner.

Fishing Plans must be discussed, developed and agreed upon in writing by sentinel participants and the Fishermen's Committees in the communities in which the sentinel participant works. However, the DFO Authority reserves the right to amend the plan for scientific or safety reasons.

Gill Net / Line Trawl Component

Gill nets and/or Line trawls are used in the survey for a majority of the fishing days. Sampling of the catch will be performed a minimum of two (2) days per week. Hand lines may be used only in conjunction with gill nets or trawls. Fishing gear must be maintained in fully operational condition for the duration of the survey.

The contractor is responsible for securing and supplying bait for fishing operations.

DFO Science will supply scientific instruments (temperature sensor, scale), data forms, data base and fish measuring boards.

Deliverables

The following deliverables must be met for this project:

- 1) Summary of activities carried out (number of activities per site).
- 2) All data collected (database, information on activities, catches, frequencies, lengths, conditions and other), otoliths, fish or other samples required by scientific protocol or special sampling. Samples must be clearly identified with date, fishing location, name of vessel and project number and sent to DFO at our request.

Reporting

The Harmonized Sales Tax (HST) must be reported for all eligible components in the contract on every progress claim. HST must be reported separately for each enterprise in the survey.

Progress claims must include copies of all receipts, claim submission forms, all forms required by the project authority and survey information for the period covered by the claim including enterprise information, and operating dates for the survey work.

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ANNEX "B" – BASIS OF PAYMENT

CONTRACT PERIOD: From the date of award to March 31, 2018

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the Work. Applicable taxes are extra and to be shown as a separate item on all claims for payment, in accordance with the following:

NAFO 4R and 3Pn – Basis of Payment – Ceiling Price for Fiscal Year 2017-2018:

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the Work to a ceiling price of \$_____. Applicable taxes are extra and to be shown as a separate item on all claims for payment.

Labour:

Provide firm daily rates.

Travel:

In accordance with the Travel and Living Guidelines attached as Annex "C."

Direct Costs:

At actual laid down cost, supported by invoices.

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ANNEX "C" – TRAVEL AND LIVING GUIDELINES

Effective April 1, 2017

TOTAL DAILY

| | | |
|--------------|----------------------|-----------------------|
| MEALS | Breakfast | \$17.15 |
| | Lunch | \$18.05 |
| | <u>Dinner</u> | <u>\$45.95</u> |
| | <u>TOTALS</u> | <u>\$81.15</u> |

INCIDENTAL ALLOWANCE **\$17.30**

Note: Includes telephone calls home

If the first and/or last day in travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim **\$17.30** for incidental expenses.

ACCOMMODATION – at Direct Cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives, you may claim **\$50.00** for each occasion this accommodation is used.

TRANSPORTATION

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.
For local transportation, use public transit, airport buses, etc., where practical
Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

KILOMETRIC RATES

Kilometric rate payable for use of private vehicles: **55.5** cents/km.

TAXI FARE

\$10.00 without receipt

ANNEX "D" – INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified below.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Marine Liability Insurance

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.

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.

The Protection and Indemnity insurance policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans 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.

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F6074-170002

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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*

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

ANNEX “E” – INTEGRITY PROVISIONS

The Integrity Provisions of the contract require that bidders supply the following:

List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:
