



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

Title - Sujet Commercial Fishing Vessel Charter	
Solicitation No. - N° de l'invitation F6081-170005/A	Date 2017-06-09
Client Reference No. - N° de référence du client F6081-170005	
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-031-6845	
File No. - N° de dossier XAQ-7-40016 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-27	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baird, Janice	Buyer Id - Id de l'acheteur xaq031
Telephone No. - N° de téléphone (709) 772-2999 ()	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 SCIENCE OCEANS&ENVIR.BR. NAFC BLDG WHITE HILLS BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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 Statement of Work - Bid

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

1.2 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.

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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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

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

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- 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;

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- 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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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.

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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 (2 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (1 hard copy)

One copy of the RFP, signed on the front page and completed where required.

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 and additional information required under Part 5.

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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

Please refer to the Statement of Work at Annex A.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection

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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) (<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

Please complete and return Annex D, Information for Code of Conduct Certification

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).

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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5.2.3.2 Education and Experience

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

5.2.3.3 Workers Compensation

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 2 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.

5.2.3.4 Insurance Requirements

Insurance - Proof of Availability Prior to Contract Award

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 in Annex C.

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.

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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 Statement of Work – Contract

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
John Cabot Building, 7th Floor
10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: 709-772-2999
Facsimile: 709-772-4603
E-mail address: janice.baird@pwgsc.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.

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6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Fisheries and Oceans Canada
Address: _____

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

(Insert or delete as applicable)

In its absence, the Project Authority 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: _____

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.

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6.7 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price per charter, as specified in Annex B for a cost of \$ _____ *insert the amount at contract award*). Customs duties are _____ (*insert included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.1 Limitation of Price

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

6.8 Invoicing Instructions

SACC Manual clauses

H1001C (2008-05-12) Multiple Payments

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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

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.

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- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (g) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.12 Insurance Requirements

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.

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ANNEX A

STATEMENT OF WORK

DFO VESSEL CHARTERS FOR TWO PROJECTS DURING SUMMER/FALL 2017

DFO are interested to conduct two scientific surveys during summer of 2017. The first survey is titled, "Scientific fish characterization survey in the northern Labrador Sea", and will take place in August, and the second survey is titled, "Carson Canyon snow crab vessel charter" which will take place during two trips in September-October. The Statements of work for each survey is provided here. Applicants can apply for both or only one of the contracts.

STATEMENT OF WORK – Project 1: Scientific fish characterization survey in the northern Labrador Sea.

Scope

1.1 Title: Vessel Charter for Scientific Fish Characterization Survey in the northern Labrador Sea

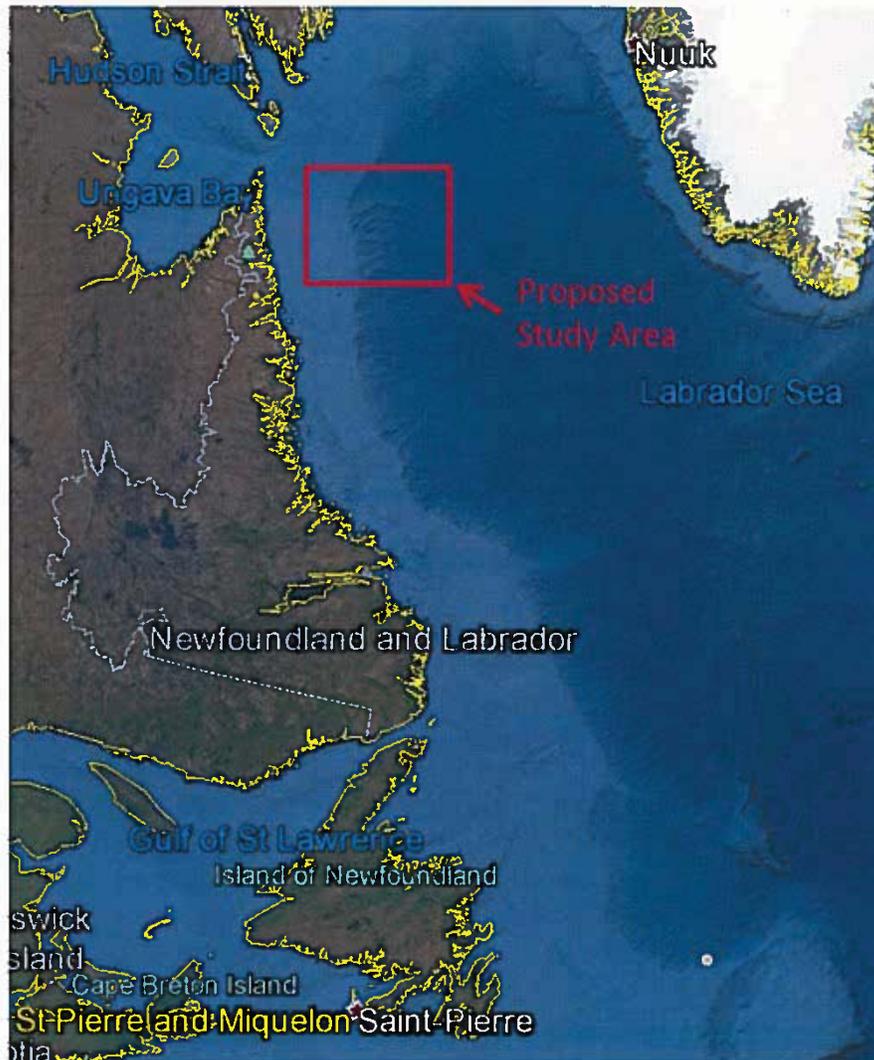
1.2 Objective:

This Statement of Work (SOW) is to acquire a vessel and crew to support a scientific survey that will be conducted for 14 days in July of 2017 and will characterize biological and physical oceanographic conditions of the shelf, slope and beyond-slope areas of the northern Labrador Sea. The departure and destination port will be St. John's, NL.

1.3 Background:

The Government of Canada has implemented ambitious marine conservation targets (protection of 10% of marine habitat) that are to be met by 2020. One area that is being considered as an Area of Interest sits in the deep waters off the Labrador Shelf. The frontier nature of this location along with the considerable depths mean that relatively little is known about the ecological conditions that exist in this area. Therefore an ecosystem characterization is needed to support any MPA designation process, should this area be deemed appropriate. Two expeditions are needed to characterize this area in 2017: 1) an oceanographic cruise, documenting the physical and ecological attributes of the water column and sediment and 2) a fisheries cruise, which will assess the fish community's structure and distribution in the proposed Area of Interest. Since no Coast Guard survey vessels are available to conduct this work, DFO requires the external chartering of a scientific vessel to meet its mandated goals. This contract is designed to acquire the necessary services to achieve Element 2 – the fisheries cruise.

2.0 Study Location:



3.0 Requirements:

DFO requires a scientific research vessel that is capable of supporting a fisheries survey of 14 consecutive days or more on a 24 hour per day operating basis; accommodate 4 scientific staff from DFO and/or its partners, and to have or be able to be equipped with fishing equipment and capable of deploying and recovering of scientific instruments, including long lines, water sampling devices, and underwater cameras. The scientific survey must be conducted in July of 2017 and cover three transects that will extend from the Labrador Shelf to beyond the slope to 3,500 m of water.

3.1 Scope of Work:

3.1.1 Ship's crew welcome scientific personnel and equipment on board the vessel.

- Provide a tour of the ship for staff and inform them of safety procedures.
- Ensure the safety of equipment and personnel through the contract.
- Provide support for the installation of scientific instruments and apparatus necessary for the deployment of different oceanographic gear and instruments (winch, etc.).

- Provide safe working areas on the ship.
- Provide meals and accommodation space (bunks, toilets, showers) for the 4 scientific staff for the duration of the mission.

3.1.2 Provide necessary scientific sampling equipment and facilities

- Long-lining equipment
- Bait
- Dedicated wet lab space
- Dedicated dry lab space
- A freezer to hold biological samples

3.1.3 Deploy long-lines and associated measurement devices (e.g. cameras) and conduct sea sampling according to information provided by the Scientist-in-Charge (SIC) in waters along and beyond the slope (to 3,500m) of the Labrador Sea.

- Rig, bait, deploy and maintain long lines.
- Retrieve catch and store according to the needs of scientific staff
- Assist scientific staff with the deployment and retrieval of the baited camera system
- Assist scientific staff with the deployment and retrieval of the water samplers
- Operate multibeam sonar data collection for the duration of the cruise

3.2 Deliverables and Acceptance Criteria:

3.2.1 The contractor must provide the mechanical equipment needed for the retrieval of the sampling equipment.

3.2.2 The contractor must provide a working deck space (20' x 20') (to prepare equipment and collect samples).

3.2.3 The contractor must provide laboratory space for sample processing (10' x 8').

3.2.4 The contractor must provide space for storing scientific equipment and boxes.

3.2.5 The contractor must provide seating area in the wheelhouse for a biologist to observe whales and birds each day throughout the daylight period.

3.2.6 The contractor must provide accommodations for 4 scientists including the Scientist-in-Charge.

3.2.7 The contractor must provide deckhands to operate winches during sampling operations.

3.2.8 The contractor must provide a multi-beam sonar unit and operator for the duration of the cruise.

3.3 Constraints:

3.3.1 Scheduling: The scientific survey needs to be conducted prior to August 2017 in order to allow comparability of data and to avoid storms that frequent that area later in the year.

3.3.2 Language of Work: The Contractor must provide staff who speak English to ensure proper communications with the scientific personnel for security purposes.

3.3.3 Environmental Protection: The Contractor must carry off the work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

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3.3.4 Intellectual Property: There is no intellectual property being developed for this contract but information collected will belong to DFO.

3.3.5 Security Requirements: There is no requirement for security for this requirement as there will be no access to facilities, documentation or networks. All work will take place offsite on the vessel provided by the contractor.

3.3.6 Travel and Living: No travel or living expenses for the vessel crew will be included in this contract.

3.4 Support Provided by Canada:

3.4.1 DFO will provide the scientific personnel for the survey (8), including a mission head, and a mission plan.

3.4.2 DFO will provide scientific consumables.

3.5 Timeframe and Delivery Dates:

July - Board the ship at the port of St. John's, equipment loading, installation of laboratories and safety inspection (1 day)

Mobilization to study area in Labrador Sea (3 days).

Sampling activities on site (14 days)

Return to port (3 days)

Unloading scientific equipment (1 day)

Mission end.

3.6 Contractor Qualifications:

The contractor must have a vessel with all certifications, Certificates and approvals required by the Transport Canada.

STATEMENT OF WORK - PROJECT 2: CARSON CANYON SNOW CRAB VESSEL CHARTER

Fisheries and Oceans Canada (DFO) requires a commercial snow crab fishing vessel to conduct experimental snow crab fishing on the continental shelf, near the Carson Canyon Area off of Newfoundland and Labrador coasts.

CARSON CANYON SNOW CRAB SAMPLING (SEPTEMBER - OCTOBER)

INTRODUCTION

The offshore Oil and Gas Industry operating seismic exploration activities along Canada's east coast has garnered attention about potential for impacts on snow crab fisheries. To address concerns, a study is planned to investigate potential effects of seismic exploration on the catchability of snow crab in relation to seismic exploration activity. The objective of the project is to conduct experimental commercial crab fishing. This statement of work describes the project requirements.

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This information will be used to provide regulatory agencies and the Oil and Gas industry advice on the biological effects of seismic exploration activities on commercial snow crab catchability.

SCOPE OF WORK

The Snow crab experiment is planned to start in August and finish in October 2017 near Carson Canyon (Figure 1) on the Grand Banks, off the Newfoundland and Labrador coasts. A test site and a control site for measurements of effects will be located some 70 km apart. We expect that the project will take from 20 days to complete, including travel time to the site.



Figure 1 Offshore Development Platforms; Hibernia, Terra Nova and White Rose

The vessel is responsible for ALL operating costs (i.e., fuel, Squid bait, and food, etc.) necessary to fulfil all of the requirements of this agreement.

The vessel used for this project will require 1200 crab pots and the ability to carry all pots in one trip. All equipment to conduct standard commercial crab fishing activities are also needed (ie rope, hydraulic hauler, sorting table, and bait, pots, etc).

The Department is looking for a vessel with a current Category "NAFO 3L-3N" license whose captain has a history of fishing snow crab along the shelf of the Grand Banks. The vessel will require sleeping arrangements for 4 scientific staff in addition to boat crew members. A bow thruster and bottom mapping software will be assets to ensure the ability of accurate positioning if scientific equipment and measure of bottom characteristics. Fishing locations and fishing protocols are predetermined by the DFO scientific authority (Name will be provided upon contract award).

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The vessel should be equipped with the following gear:

Required Equipment	Additional Points will be awarded
VHF Radio	
Bow thruster	Sorting Table (bin style)
Satellite phone	
Depth sounder	Plotter
DGPS	
Radar	
Charting navigation software	
Storage space for 10,000 lbs chain, 50 coils rope, 50 buoys, crab pots	

The vessel Captain must be a currently active fisher with at least 5 years commercial snow crab fishing experience on the Grand Banks during the past 10 years. The crew must be experienced in all aspects of crab fishing including shooting and retrieval of pots, repairs to gear. Members of the crew must also have experience with the commercial post-season-crab-pot-survey, and will be expected to conduct that work, with assistance from DFO technicians. A crew member (fishery scientists or technologist) with experience conducting the post season crab pot survey will be required to take part in all aspects of the post season pot survey sampling, and provide a copy of all raw data to the FFAW and DFO.

The vessel is required to carry liability insurance.

The vessel skipper must be familiar with the seasonal and diurnal tidal movements in the area, and its effect on crab fishing.

Vessels submitting bids must possess valid Transport Canada inspection certificate, have a valid Category "NAFO 3L" fishing license and must complete the Charter Vessel Application Form provided (see Appendix 1).

DFO will provide on-board scientific personnel, and will provide the scientific material required to conduct the work. The Charter Vessel is responsible for providing all necessary scientific accommodation and staff, electronics and equipment identified in this Statement of Work.

DESCRIPTION OF FISHING EXPERIMENTAL GEAR

- DFO will provide the following:**
 - Scientific sampling equipment
- The Chartered Vessel will provide the following:**
 - A vessel with all required rigging for commercial snow crab operations.
 - The Charter vessel will assist to load supplies prior to commencing the experimental survey.

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- Furthermore, the Charter Vessel agrees to allow for independent inspection of gear to ensure they continue to meet the required specifications.
- The Charter Vessel will also provide plotting software and a computer to record the locations and to map the tracks of each set during the charter. Advanced bottom mapping software will be a benefit.
- Thermographs provided by DFO will be attached to gear during sampling.

GENERAL REQUIREMENTS

The vessel is to be available for the two (2) sampling periods indicated in this Statement of Work: likely one trip in September and one in October. Payment will be based on number of days to conduct the work.

It is a condition that the charter follows the sampling design for capturing snow crab. The sampling design including the fishing locations and number of sets is to be provided upon contract award.

It is a condition of this contract that the Charter Vessel shall provide meals and accommodations for all scientific personnel and crew members. It is required that the Charter Vessel crew assist the scientific personnel with all data collection and sampling during the charter.

The vessel must provide a level suitable working area measuring and tagging crab. The vessel must provide adequate deck lighting for biological sampling performed during non-daylight hours. A covered workspace is mandatory.

The contractor must provide indoor space to store, clean, download data between each survey. The primary purpose of the survey is to execute the sampling according to the specified protocol identified by the Scientific Authority. The objectives of the survey can only be met if the survey is conducted according to the specified protocol.

VESSEL REQUIREMENTS

The Vessel must be seaworthy;

Minimum overall length: 18.2-19.1m (60-65 ft);

The vessel is deemed suitable and certified for conducting commercial snow crab fishing operations safely offshore, up to the limit of Canada's Exclusive Economic Zone;

A Refrigerated Seawater System is required to maintain living crab.

Deck capacity to carry 1200 pots for experimental fishing is required.

The Vessel engine must be in good running order;

- a. Vessel must have minimum fuel capacity to perform the operations while considering the fuel requirements for operating in rough weather conditions.

All gear and equipment must be in good repair. The vessel must be completely rigged for snow crab fishing including:

- b. Hydraulic hauler.

A deck area which can accommodate sampling equipment including a sorting table (1.5 m X 1.5m) for working on catches and obtaining biological data. The work area should allow the sorting table to be positioned so that all four sides of the table can be used to conduct work; and so that there is easy access to scuppers to discard catch. On deck work area(s) should be clear of running gear, equipment, vertical obstructions (i.e. hatch combings) and stowage.

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A protected area on deck such as a covered shelter deck or bait shed where two sampling tables of at least 1.4m x 3.0m (4 x 10 ft) can be set up for collection of biological data (total required sampling area: 1.4m x 6.0m).

Electric power (110/115 V.A.C.) outlet near on-deck work area. This may be a temporary installation, if necessary.

Dry storage area of at least 5.4 m³ (190 cu ft) for holding scientific supplies.

Seawater deck-hose for use cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck and ideally will have variable pressure settings (less pressure for sampling work, high pressure for cleaning).

Crane capable of lifting ½ ton for handling sampling gear and moorings is required. Crane system must be capable of vertically raising and lowering chain weight packages (250 lbs) anywhere along centreline of working deck. A suitable conveyor system can provide an alternative.

Access to and use of a suitable chart table.

A suitable dedicated dry counter work space at least 0.6 X 2.4 m (2 X 4 ft) with adjacent 110/115 volts power outlets on the bridge for installation of Government-supplied personal computers, printer, GPS and mensuration electronics.

Dry ice will be carried at sea. The dry ice will be stored in dry ice boxes (provided by DFO), and won't be stored in freezers. It should be stored in a way that this does not create a safety hazard for personnel (danger of asphyxiation since CO₂ is denser than air if stored in a freezer).

A minimum of 0.57 m³ (20 cu ft) of freezer storage (minus 20 Celsius) exclusive of space for ship's stores for stowing scientific samples and supplies is required. Freezer space must be reasonably and safely available from the deck and must be continuously available to the scientific party.

Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for all personnel for approximately 2 weeks.

Vessel must be ballasted to maintain sea-kindliness during the charter. Fuel oil considered as ballast should not be considered in the vessel's fuel-endurance estimation.

The vessel shall have been actively used for commercial fishing where crab gear was used in the past 24 months.

Sufficient workspace for all personnel and equipment aboard (captain, crew and Scientific Personnel).

Adequate food and accommodations for all personnel on board (captain, crew and supernumerary Scientific Personnel).

ELECTRONIC EQUIPMENT REQUIREMENTS

1. Radios:

- a. VHF two sets.
- b. Two single side-band units with one being synthesized in the 2-18 MHz range.
- c. A system for switching to battery power for radio operation in the event of interruption of the normal power supply.

Plotter (flatbed and/or CRT) with capability of plotting input from GPS.

GPS (Global Positioning System)—a minimum of two units with at least six channel, sequential capability to track satellites.

Radar—2 units with a minimum range of 77.2 km (48 miles).

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Depth sounders: Color scope unit with minimum range of 500 m (250 fm) and operating in the 38-50 kHz range plus a backup unit.

Inmarsat C with e-mail capability for sending and receiving messages and a cellular telephone.

CREW REQUIREMENTS

1. The Captain shall have a minimum of five (5) years of crab fishing experience as master of a comparable-sized vessel off of the coast of Newfoundland and Labrador and at least five (5) year's total fishing experience as a master.
2. At least one crew member will have experience conducting the post season crab pot survey.
3. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.

The minimum crew shall consist of Captain, lead-fisher, engineer-fisher, and cook- fisher. **Any changes to proposed crew must be substituted with crew of comparable experience and must be approved by Project Authority prior to start of charter.**

Skipper has the ultimate decision on operations with respect to the health and safety of his/her crew, supernumeraries and vessel. At any time the skipper has the right to refuse any operations that he/she deems unsafe.

The lead fisher shall have a minimum of three (3) years' experience in crab fishing.

Establish solid communication link with shore operational and safety support services relevant to the operation.

Communicate with all marine vessels in the area and identify any areas in use by fishing vessels or gear to ensure mutual avoidance during the conduct of the work

Maintain a detailed log of all activities in the vessel log, to be provided to the scientific authority upon completion of the survey or shortly afterwards.

Vessel must be prepared with full fuel and food capacity for the operations in the contract.

The Vessel Owner/Operator must own a commercial fishing license for NAFO 3L.

The engineer-fisher, and cook fisher shall have a minimum of two (2) years' experience in commercial fishing and assist in gear repair.

In addition to the required fishing experience, the cook-fisher shall have a minimum of two (2) years' experience in the planning and preparation of three daily meals for a group of at least 10 people.

Experience in the conduct of research surveys, particularly the post season crab port survey, is desirable for the Captain and lead fisher.

Bidders shall submit a statement documenting pertinent employment experience for each crew member for at least the past three (3) years.

SCIENTIFIC PERSONNEL PROVIDED WITH THE CHARTER (IN ADDITION TO DFO)

All raw data from pot sampling will be shared with the FFAW industry partners of this project. These data will be collected in a fashion consistent with commercial snow crab fishing, similar to the post season crab pot survey.

1. At least one crew member will have experience and competence to conduct the post season crab pot scientific survey, with assistance of other crew and scientific staff. These personnel will be capable of conducting all technical/scientific aspects of the work, data collection, and record keeping. These data will be provided to the FFAW and DFO scientific authority .

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2. Scientific personnel with experience conducting post season pot survey, and/or experience with crab tagging, will be considered an asset for the project. Extra points will be awarded.

A DFO on-board technician/scientists will be designated Chief Survey Scientist. That person will be responsible for implementation of the Cruise Plan and Sampling, compliance with the charter terms, disposition of catches and the conduct and performance of on-board technicians aboard the vessel.

The vessel captain shall provide the Chief Survey Scientist with access to the vessel communications equipment at any time on request.

OPERATING PROCEDURES

The Captain and the Chief Scientist will sample all stations. A detailed log book of set location and associated data will be maintained electronically, and written positions in a log book. Location, time, set number, depth, instrument type (acoustic receiver, current meter, microphone, CTD, sync tag) or fishing set type (mortality experiment, soft shell experiment, post season set, control sets, experimental sets).

The crew, when not required by the Captain for vessel operations, shall assist the scientific field party in sorting the catch and obtaining biological data; the master may be asked to assist scientific personnel with navigational and fishing record keeping.

All by-catch is to be released alive in the area of capture and in a manner that causes it the least harm.

At the end of the charter the Contractor is responsible for thoroughly cleaning, washing all gear. All nets will be neatly stacked and baled securely with rope. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Survey Scientist to help prevent damage or loss of scientific gear and equipment. Specific safety handling procedures will be presented in writing to the Captain by the Project Manager. Repair or replacement costs may be deducted from charter payments if loss or damage to scientific equipment is the result of negligent disregard of such instructions and procedures.

The Contractor shall provide for all operating expenses of the vessel.

Survey and Sampling Protocols

Crab fishing will replicate typical commercial fishing operations. Fleets of crab pots will be deployed in "strings" of 70 to 100 pots. **The soak time will be a minimum of 12 hours.** Long soak times may render data collected useless so it is important to retrieve gear as soon as possible but not before the 12 hour soak time limit. Each offshore station (probably 8-10) will be sampled using one fleet. All commercial traps will be of 5.5 inch mesh size. Traps will be spaced at 20 fathom intervals along each fleet and baited consistently with 3 pounds of squid on a single skiver. No bait protection devices will be used. A 20 pound weight (minimum) must be attached to the haul-up rope 15 fathoms before the first pot and another 20 pound weight 15 fathoms after the last pot. No extra pots are permitted in each fleet as weights.

Some stations may be designated as **small-meshed trap stations**. A single small-meshed trap will be provided, and fished within the usual fleet on these stations, resulting in fleets of 11 traps offshore and 7 traps inshore. The small-meshed trap will be located at trap # 4 in both offshore and inshore fleets. Biological data from small-meshed traps will provide information on egg production and recruitment.

Gear Configuration: The illustrations below show how the crab pots are configured for each station both offshore and inshore. Note that the small mesh pot (in green) is inserted in the string as pot number 4.

Offshore survey fleet. Note that there are 10 commercial pots per fleet

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Offshore survey fleet with small mesh pot included as pot number 4. Note that there are now 11 crab pots per fleet



Sampling at sea will be completed by trained Sampling Personnel from DFO, the Observer Program or the FFAW. All of the survey sheets are included in this package and **must be on board** the vessel when the crab gear is set and hauled. If a sampler isn't present when the gear is set take note of the exact latitude, longitude, date, time and depth when the gear is deployed into the water and the balloon or high flyer is thrown overboard at each station. Write out the exact Latitude and Longitude to six digits. Print this information legibly in the Log Sheets provided. Use pencil only when entering information on the data sheets. **A sample "Crab Pot Survey Vessel Set Details" sheet is provided on the next page as a guide.**

On the day that the pots are hauled harvesters will be required to assist the samplers in counting male and female crabs from each pot and recording biological data to ensure adequate data collection. All biological information must be collected from each individual station before proceeding to the next site. Trained samplers will collect biological data on the male crabs caught in pot number three. If trap number three clearly did not fish properly (e.g. significant trap damage, trap open), the next available successful commercial trap catch will be sampled instead. The biological data collected on each male crab in pot three will include measuring the carapace width and observing shell condition, presence of Bitter Crab Disease, carapace damage and new and/or old leg loss. Biological data will be recorded on a Crab Length Frequency for this trap catch. **Sampling Personnel** are responsible for sending in all completed log sheets, and trip reports to their respective employers.

Industry Crab Pot Survey Vessel Set Details

			comme
Fisher's Name		<i>John Doe</i>	Do not enter a set number. This number will be entered by the sampler on the day the gear is hauled
CFV Number		<i>123456</i>	
Trip Number		<i>1</i>	
Set Number			
Station Number		<i>8551</i>	The station number must match the coordinates that were sent to you.
Crab Management Area		<i>10 A</i>	
NAFO Division		<i>3Ps</i>	

If the Sampler is not present when you set your pots, fill in the required information on the "Vessel Set Details" sheet as shown in this sample. The Sampler will fill in the rest of this sheet on the day that the gear is hauled. Write all required information in pencil.

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Year		2012	
Gear Set	Month	September	
	Day	4	
	Time (24hr clock closest 1/2 hour)	1330	
	Latitude	46°45.07	
	Longitude	55°14.95	
Gear Hauled	Month		
	Day		
	Time (24hr clock closest 1/2 hour)		
	Latitude		
	Longitude		
Soak Time (nearest whole hour)			
Average Depth (fathoms)			
Number of Traps in Fleet			
Set Type		9	Industry Survey
Thermograph ID.			

Indicate the time set to the nearest half hour

Make sure the Latitude and Longitude are indicated in degrees and minutes to two decimal places .

Note: Write out the actual Latitude and Longitude where the gear was set and hauled to six digits.

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SAFETY

3. The vessel Captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and Rules of the Road whether it be while running, drifting, or when at anchor. The Captain shall review safety procedures and equipment with the scientific party at the beginning of each cruise leg.

4. The vessel Captain is responsible to insure that immersion suit drill is done before cruise starts.

The Contractor shall provide life rafts and Coast Guard-approved life jackets and immersion suits for all personnel aboard.

A Category I 406 MHZ EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the Canadian Coast Guard.

Points will be given for at least one crew member having first aid or MED (marine emergency duties) A1, B1 or B2.

The vessel Captain is responsible to present to DFO a demonstrated safety plan prior to the mission.

POST-AWARD AND POST-SURVEY MEETINGS

5. Upon award of contract and prior to the start of the charter, a post-award meeting will be held to discuss issues relating to the charter and survey. The vessel manager, all vessel Captains participating in the charter, and the crewmember that has primary responsibility for maintenance of the research gear are required to attend the meeting. The date and time of the meeting will be scheduled by the DFO Scientific Authority and Vessel Manager upon award of the contract.

After completion of the survey, a post-survey debriefing will be held. The purpose of the debriefing is to provide the charter operator an evaluation of the performance of the vessel and crew during the charter. At a minimum, the vessel manager is required to attend the debriefing. The date and time of the meeting will be scheduled by DFO Scientific Authority and Vessel Manager upon completion of the survey.

The Captain will complete a "Post Cruise Report" prior to or shortly after departure from the Vessel. Post Cruise Reports assist in filling in communication gaps and improving services. The post cruise report will include a copy of the written log and any stored electronic data files (i.e. Way points). Reports will be forwarded to the DFO Scientific Authority.

ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

6. 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.

The Contractor must:

- a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
- b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;

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- c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
 - e. The Contractor must fill out Appendix 1 and return it with the bid.

If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.

If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, 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.

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 survey will be terminated and a payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.

At Day 10, the vessel Captain must inform DFO if he feels the survey would go over 14 days. The decision to proceed past Day 14 will be taken by DFO pending on the success of the sampling so far.

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APPENDIX 1

Charter Vessel Application Form

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

1. OWNER(S)

Name(s)	Address	Phone

2. CAPTAIN

Name	Address	Phone

Experience on the Grand Banks	Experience Trawling
as Master	
as Crew	

3. VESSEL COOK and FISHING CREW

Name	Address	Phone

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Experience as Vessel Cook or Crew	Experience Trawling
as Cook	
as Crew	
as Crew	
as Crew	

Name of Certified Crew Member with Med A1, B1, and B2 Certification

 Name, address and phone number.

LOCATION OF VESSEL (for inspection): _____

***Master must be present at time of Inspection.**

4. DESCRIPTION OF VESSEL:

Register number		Fuel consumption	
Length		Year constructed	
Beam		Construction material	
Draft		Number of crew (include skipper)	
Gross tonnage		Berths (crew/science staff)	
Registered tonnage		Freezer vessel (yes/no)	
Name and engine type		Crab haulerr	
Engine horsepower		Immersion Suits for all hands (qty)	
Fuel capacity		Carrying capacity (tons)	
Cruising speed		Freezing capacity for samples (cubic feet)	
Electrical power			

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

Date _____

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

6. ELECTRONIC NAVIGATION/FISH DETECTION EQUIPMENT:

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Equipment	Make	Model
Echo sounders		
Radar		
Radios		
GPS/Plotter		
Additional		

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ANNEX B
BASIS OF PAYMENT

Basis of Payment

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

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

Vessel Name: _____

YEAR 1

\$ _____ + GST/HST, **per day** of charter fishing for (7 - 14 days)

Total cost per day including GST/HST \$ _____.

YEAR 2 (Option)

\$ _____ + GST/HST, **per day** of charter fishing for (7 - 14 days)

Total cost per day including GST/HST \$ _____.

YEAR 3 (Option)

\$ _____ + GST/HST, **per day** of charter fishing for (7 - 14 days)

Total cost per day including GST/HST \$ _____.

Signature of Registered owner(s): _____

Date: _____

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ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
 - c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. **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.
 - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. **Employees and, if applicable, Volunteers** must be included as Additional Insured.
 - h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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*

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.

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's

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Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The Protection and Indemnity insurance policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans 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.
(Contracting officers must insert the following option, if applicable.)
 - 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:

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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.

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ANNEX D
INFORMATION FOR CODE OF CONDUCT CERTIFICATION
(TO BE COMPLETED BY OFFEROR)

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person
