



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

Bid Receiving/Réception des soumissions

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

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

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title – Sujet Estimation of cod movements in the northern Gulf (3Pn, 4RS) in the Strait of Belle Isle		Date October 13, 2017
Solicitation No. – N° de l'invitation F5211-170386		
Client Reference No. - No. de référence du client F3710-175037		
Solicitation Closes – L'invitation prend fin At / à : 14:00 ADT (Atlantic Daylight Time) On / le : October 27, 2017		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Morgan Marchand Senior Contracting Officer Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:
Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:
Delete section 02 in its entirety.

2.2 Submission of Bids

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

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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **four (4) 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.



2.4 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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.

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex "E" Evaluation Criteria

4.1.2 Financial Evaluation

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

4.1.3 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$41,689.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



PART 5 - CERTIFICATIONS

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 Precedent to Contract Award

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

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 Status and Availability of Resources

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

5.1.2.2 Education and Experience

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

5.1.2.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.1.2.4 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory



5.2 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes ()

No ()

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

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

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



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ()

No ()

If so, the Bidder must provide the following information:

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

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

Signature

Date



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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 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.

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

6.3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Section 6.3.1 referenced above is amended as follows:

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2018 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional **one (1)** year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen (15)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Morgan Marchand
 Title: Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Drive, Fredericton NB E3C 2M6
 Telephone: 506-452-3660
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(To be inserted at contract award)*

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

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

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid a **firm price** for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of **\$41,689.00**. Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 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.
- 6.7.1.3 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.4 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 41,689.00**. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Single Payment

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

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



6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: DFO.invoicing-facturation.MPO@canada.ca

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

6.9 Certifications

6.9.1 Compliance

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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) **2010B** (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Contract Conditions;
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "* _____ *" or "* _____ *"* and *insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

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

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



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

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

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

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.

6.14 SACC Manual Clauses

SACC Manual Clause [A9141C](#) (2008-05-12), Vessel Condition

SACC Manual Clause [A8501C](#) (2014-06-26), Vessel Charter



ANNEX "A" STATEMENT OF WORK

Estimation of cod movements in the northern Gulf (3Pn, 4RS) in the Strait of Belle Isle

1.1 Introduction (background)

The Atlantic cod stock in the northern Gulf of St. Lawrence has increased slightly in recent years. As in the past, there are large concentrations of cod near the Strait of Belle Isle. In addition, high fall catch rates in the northeastern Gulf of St. Lawrence may be explained by the migration or the mixing of fish stocks. The project will improve knowledge about the migration of the Atlantic cod stock in the northern Gulf (NAFO divisions 3Pn, 4RS) and the adjacent stock (Northern cod, division 2J3KL) through the Strait of Belle Isle.

1.2 Contractor Requirements (objective)

Study of cod movements in the northern Gulf (3Pn, 4RS) in the Strait of Belle Isle. To do this, the Contractor must:

- Ensure at-sea preparation and sampling is performed by one or more groundfish fishers;
- Coordinate at-sea fishing activities;
- Ensure coordination with the Ocean Tracking Network (<http://oceantrackingnetwork.org>) regarding the compatibility of acoustic tags, as well as the receipt and transfer of acoustic data;
- Have specialized personnel to conduct this study, including scientists and personnel on the vessel qualified to install the acoustic and conventional tags in order to fish the requested specimens based on the requirements of the Department of Fisheries and Oceans, as well as to manage a tagging database.
- Purchase the material to conduct the work, including 50 to 60 acoustic tags and about 2000 conventional tags (see Protocol), and tagging equipment (tagging guns, etc.);
- Ensure the coordination, entry, validation, processing and analysis of information about the acoustic tagging activities in the form of a scientific report.
- Ensure the coordination, collection, entry, validation and transmission of conventional tagging information.

1.3 Scope

During the first year, the project takes place from the signing of the contract to July 31, 2018 with two optional years. Field work must take place in 2017 and 2019 (September, October and November) in the Strait of Belle Isle (Quebec, Newfoundland and Labrador). In 2018, only the acoustic monitoring tags will be completed.

1.4 Description of Work (task):

Data collection and result:

The purpose of the project is to conduct a study to estimate cod movements in the northern Gulf (3Pn, 4RS) in the Strait of Belle Isle via the installation of acoustic and conventional tags on cod caught in the Strait of Belle Isle. It will be essential to ensure coordination with the Ocean Tracking Network to collect the acoustic data. Data analysis, database management and the production of a report will also be required.

Detection of the beacons through the acoustic tag reception bands (Ocean Tracking Network) will be used to identify movements in and outside of the Gulf Region. In addition, biological samples will be collected to be used in a research project on the genomics of Atlantic cod on the Atlantic coast. Lastly, by combining acoustic and conventional tagging, the results of the project will be used to better understand the impact of fishing activities on current and future fisheries management decisions.



The Contractor's employees must apply the scientific protocol according to DFO requirements regarding tagging, data collection, keypunching of all data and preliminary validation.

The procedures and responsibilities are summarized under three (3) primary components for the tagging program; 1) inventory, 2) placements, 3) recaptures.

1) **Inventory:** Essentially, this component deals with keeping track of each tag from the time it is purchased and delivered to the contractor's office until it is tagged and the information entered in the tagging database. Moreover, the contractor must plan to purchase the appropriate tags and in sufficient quantities based on the scientific requirement for tagged fish of a ratio of 15% high reward (pink K series), 30% double tagging and 55% single tagging (yellow HH series).

Tag specifications:

- **Regular HH yellow tag series:**

When ordering the regular t-bar spaghetti tags, make sure they are yellow and the inscription on it is similar to the photos. One side should read REWARD \$10.00 HH XXXXXX with a sequential number. Two tags shouldn't have the same number. So it is very important to verify the numbering with the supplier before ordering.

The other side reads DFO BOX 5667 ST. JOHN'S NFLD



- **High reward K pink tag series:**

When ordering the high value reward spaghetti tags, make sure that they are pink and the inscription on it is similar to the photos.

One side reads REWARD \$100.00 K XXXXXX with a sequential number. Two tags shouldn't have the same number. So it is very important to verify the numbering with the supplier before ordering.



Starting numbers on the tag series will be determined with DFO Sciences to make sure they are consecutive to previous tagging work.

1) Tagging: It is the responsibility of the contractor to ensure that the tagging activities are performed according to the protocol and DFO requirements. The contractor is responsible for providing tagging



information, protocols and schedule to the technicians in charge of tagging activities as well as to inform the fisher.

At-sea trips must take place in September, October and November 2017 and 2019 (total = 5 per sampling year). No at-sea trips in 2018. Each trip must allow for the installation of acoustic (total/year = 40 to 60) and conventional (total/year = 1000 to 2000) tags. Also, after each tagging activities and upon reception of the tagging forms, the contractor must examine each form to ensure that all tag numbers match with the inventory list for a specific boat. Each tagging form will be examined to ensure that all data are plausible including position, date, gear type used, tag number, and fish length. All tagging data must be entered in the database as soon as data verification is completed and time resources permits. The contractor must ensure that data entered in the database correspond to data on the tagging forms. Once all activities are done, the database will be sent by email to DFO Science At the same time, tagging forms will be sent by regular mail to DFO Science in Mont-Joli.

- 2) **Recaptures:** Upon reception of a tag from recaptured fish the contractor must ensure that the following information on recapture were provided: date, location, gear, length of fish if available. If information is missing, the contractor will communicate with the fisher to obtain the requested data. All data is to be verified by the contractor. Estimations of weight and / or length are to be recorded and noted in the comments section. Once all possible information is obtained the tag is to be put in a recapture envelope with all information on the label and this information entered in the recapture database. The contractor must pay the appropriate reward to the fisherman (\$10/regular yellow HH tag series and \$100/ high reward pink K tag series).
- 3) **Acoustic signal:** The Contractor must ensure coordination with the Ocean Tracking Network (<http://oceantrackingnetwork.org>) regarding the compatibility of acoustic tags, as well as the receipt and transfer of acoustic data, particularly in the Strait of Belle Isle and the Cabot Strait. The data must be analyzed and captured by the Contractor and presented in the form of tables (characteristics of the tagged cod (size, date, position, depth, etc.), acoustic signal, position, distance travelled, etc.) and figures (map of movements, etc.) in 2018, 2019 and 2020).

1.5 Support and Equipment :

The Contractor shall provide the necessary material and equipment. DFO will only provide the conventional tagging database and the equipment required for the genomics sampling. While at sea, the Contractor shall provide assistance to a technician from Fisheries and Oceans Canada (DFO).

1.6 Deliverables :

Contract date to June 30, 2018: The Contractor shall provide the conventional tagging database before January 15, 2018 and the preliminary report (annual) regarding acoustic tagging activities (results, analysis, discussion, etc.) before March 15, 2018.

Optional year 1 (July 1, 2018 to June 30, 2019): The Contractor shall submit the basic acoustic monitoring information only before January 15 2019.

Optional year 2 (July 1, 2019 to March 31, 2020): The Contractor shall provide the conventional tagging database before January 15, 2020 and the final report regarding acoustic tagging activities (results, analysis, discussion, etc.) before March 31, 2020.

Work progress: The Contractor must inform DFO (att. Project authority) of any problems affecting the execution of the work.



**ESTIMATION OF COD MOVEMENTS
IN THE NORTHERN GULF (3PN AND 4RS)
IN THE STRAIT OF BELLE ISLE
PROTOCOL**

1. The equipment needed.

- 1.1 Tagging guns (Mark II Long Tagging Gun), T-bar tags (\$10.00 HH yellow series and \$100.00 K pink series), spare needles (Mark II Long Regular Needles), dip net, measuring board, clip board with tagging form or a field book, pencils. The field book is appreciated for writing while at sea, it's paper is waterproof and it has 26 lines per page, roughly the same amount as the number of tags per round (25).

2. Best fishing conditions to ensure survival of fish.

- 2.1. The best type of fishing gears are feathered hooks, traps, and longlines.
- 2.2. Fishing should take place in shallowest waters.
- 2.3. Soak time should be minimized, 2 hours for longlines. Haul back slowly.
- 2.4. Minimize exposure of the fish out of the water.
- 2.5. Place in grey vat with circulating water avoiding too many fish in the vat (if available).

3. A healthy fish.

- 3.1 Avoid fish with marks, lost scales, bleeding, busted eyes and stomach in mouth.
- 3.2 Do not tag fish less than 40 cm.
- 3.3 Fish must swim freely in vat (if available), they should be vigorous and not on their side.
- 3.4 Do not hold fish by the gills or eyes.

4. Roles and responsibilities.

- 4.1 In an ideal situation, three persons are needed, one with the dip net, one to do the tagging and one to record. If this is not possible then the first two roles can be done by one person.
- 4.2. All these procedures must be done for one fish at a time, no rushing, and care of the fish is essential.
- 4.3. The fish is taken out of the vat with a dip net and brought to the tagging person. This step can be avoided when using feathered hooks or longlines, they can be taken off the hook and tagged immediately. The fish should not be out of the water more than 15 seconds.
- 4.4. The tagging person takes care of holding the fish with both hands, one on the head and one for the tail. A slight pressure can be done on the head; this gives the fish the impression of being in the water. Placing the palm of the hand over the eyes also reduces stress. Ideally, the flesh part of the fish should not be touched in order to avoid losing scales.
- 4.5 First, measure fish fork length and call out the length to the recording person. It is ideal to have only the tagging person with both hands wet. If this is not possible, then the tagging person can use a field book with water resistant paper to record the fish length using a lead pencil. The recording person will make sure that in the book, the tag number is always besides the fish length. Often the numbers don't match and this generates many errors in processing the data. Ideally the recorder will check with the tagging person the actual number of the tag at every fish.

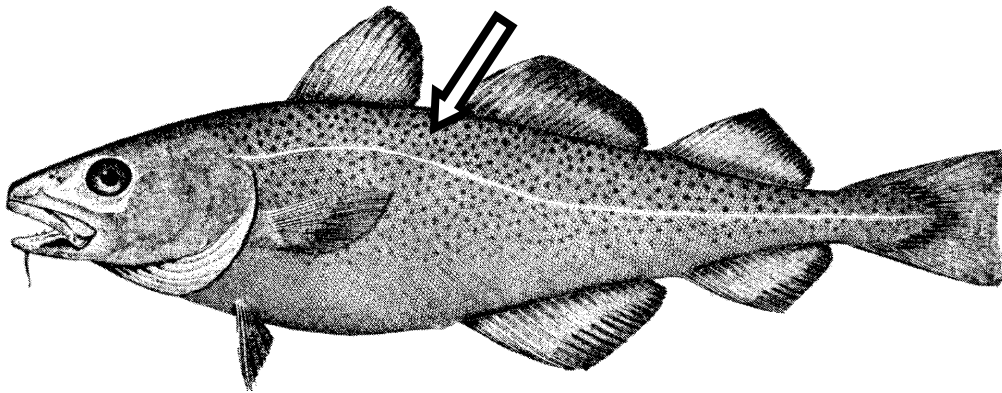
5. The tagging itself.

- 5.1. The tag must be placed on the dorsal part of the fish, right after the maximum girth, at the base of the first dorsal fin (see drawing). Do not place on the belly.
- 5.2. Push the needle into the flesh of the fish pointing toward the head. Press the lever of the tagging gun, maintain a good pressure at the end of the course so that the T bar is forced to turn around and properly



locked in place. To further secure the tag in place, turn the gun a quarter of a turn holding the tag with the free hand then slowly remove the needle.

- 5.3. Check the tag to see if it is well fastened into the flesh. Sometimes the T bar does not lock into place and by pulling the tag at the end of the tagging procedure; it will simply come out of the fish. If this is the case, keep the tag aside to be used at the end of the round. If you have many fish you should take another fish to continue.
- 5.4. Ideally and with experience, you can feel the spines with the tip of the needle; the T bar can be placed between two spines. This is an ideal place to tag because the tag cannot be pulled out of the fish.



Canada

6. Acoustic tagging

- 6.1 The detailed protocol, including fish anaesthesia and surgery, will be defined at a later date.

7. The release.

- 7.1 The tagging person picks up the fish with both hands, one on the head, one on the tail. The fish is gently returned to the water head first pointing toward the bottom.
- 7.2 A ramp should be used to return the fish into the water if the fishing deck is high above the water surface. This avoids slapping the water from many feet up and helps the fish to start swimming toward the bottom. This is important for the survival of the fish. In an ideal situation, the fish should swim for the bottom. An unhealthy fish will float around for a while. In this case, be ready with a dip net to recapture the fish and reuse the tag on another fish.

8. Bottom lines.

- 8.1. Quality work is essential and the fish must be healthy.
- 8.2 Manipulations of the fish outside the water should be kept at a minimum (less than 15 seconds).
- 8.3 The right position and well locked tag.
- 8.4 Gentle release.

Note: If you prefer to use a field book to note fish lengths and tag numbers, please record them as soon as possible on the tagging forms (below).



ANNEX "B" BASIS OF PAYMENT

Payable in a single instalment annually, upon presentation of a detailed invoice, which must be approved by the Department representative (Claude Brassard) who must certify that the services were provided to his satisfaction.

Contract period (contract award date to June 30, 2018)	
Requirement	Firm price (Taxes not included)
Preparation, at-sea trips in September, October and November (total=5), analysis and report (see Statements of Work). Each trip must allow for the installation of acoustic (total = 40 to 60) and conventional (total = 1000 to 2000) tags.	_____ \$

Optional year 1 (July 1, 2018 to June 30, 2019)	
Requirement	Firm price (Taxes not included)
Acoustic monitoring only. No at-sea trips.	_____ \$

Optional year 2 (July 1, 2019 to March 31, 2020)	
Requirement	Firm price (Taxes not included)
Preparation, at-sea trips in September, October and November (total=5), analysis and report (see Statements of Work). Each trip must allow for the installation of acoustic (total = 40 to 60) and conventional (total = 1000 to 2000) tags.	_____ \$

FOR EVALUATION PURPOSES ONLY: The total price for all three periods excluding taxes	_____ \$
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ANNEX “C” – INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, 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 the Department of Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - d. Cross liability and 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](#), R.S.C. 1985, 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.



ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

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



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



ANNEX "E" EVALUATION CRITERIA

MANDATORY REQUIREMENTS FOR SUBMISSIONS

Estimation of cod movements (acoustic-4R) in the Strait of Belle Isle

All of the following MANDATORY REQUIREMENTS MUST be in your submission to be considered. The submission will be disqualified if one or more MANDATORY REQUIREMENTS are missing.

The contractor must provide information on their projects and/or experience for evaluation and verification. Each project (and/or curriculum vitae) must include:

- The name of the client organization / study place
- The period during which the service was provided / the study was completed
- A detailed description that demonstrates their services / experiences, and
- Each submitted description must contain at least two references for validation by DFO.
 - * Name, title, and contact information (phone number, email address, etc.)

Article	Mandatory Requirement	Compliant (Yes/No)	Bid page
1.	The Contractor MUST be a fishers' organization. The contractor must provide the mandate of his business.		
2.	The Contractor MUST demonstrate that the scientific personnel (project manager) have at least three years of experience (work or graduate study) in fisheries or marine fish species.		
3.	The Contractor MUST demonstrate that the technical personnel (responsible for the field work) have at least three years of experience in conventional tagging and one other type of fish tagging.		
4.	The Contractor MUST show that participating vessel masters have at least three years of experience in the groundfish fishery in the fishing area of the cod in the northern Gulf (NAFO divisions 3Pn, 4RS).		
5.	The Contractor MUST show that they have at least five years of experience managing projects of a similar size and scope as well as managing a tagging database.		
6.	The total (annual) value of this contract resulting from this state of work must not exceed \$ 41,689.00 including all expenses, however, applicable taxes are excluded.		