



**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 Vessel Charter - 4Vn Stratified Random Fixed Gear Survey - Northeast Coast of Cape Breton, Nova Scotia		Date May 29, 2018
Solicitation No. – N° de l'invitation F5211-180139		
Client Reference No. - No. de référence du client F5238-180007		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time) On / le : June 28, 2018		
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 Kimberly Walker 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 Annex A 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 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.

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



Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 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.

2.4 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.

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.

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card is accepted:
Master Card _____



(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors 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 for details

4.1.2 Financial Evaluation

SACC *Manual* Clause [M0220T \(2016-01-28\)](#), Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC *Manual* Clause [A0031T \(2010-08-16\)](#)

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



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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 and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

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

5.1.1.1 Insurance

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

5.1.2 Certifications Required with the Bid

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

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.2 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

5.1.2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a



result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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



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 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

6.1.1.1 Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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>) issued by Public Works and Government Services Canada.

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

6.3.1 General Conditions

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

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

6.4 Term of Contract



6.4.1 Period of the Contract

The contract period is estimated to be from the date of contract award to May 31, 2019 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 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
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 (name to be provided at contract award)

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 to be provided at contract award)



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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

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

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

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

6.9 Certifications

6.9.1 Compliance

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) the general conditions [2010C \(2016-04-04\)](#), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix A - Scientific Sampling Protocols
- (e) Appendix B – Station Locations
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Conditions;
- (h) Annex D, Additional Vessel Charter Contract Conditions;

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 and D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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 [G5003C \(2014-06-26\)](#) Marine Liability Insurance



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Vessel Charter - 4Vn Stratified Random Fixed Gear Survey - Northeast Coast of Cape Breton, Nova Scotia

1.2 Contract Period

Upon contract award through to May 31, 2019, with option to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO)

Option periods if exercised will be June 1, 2019 through to May 31, 2020, June 1, 2020 through to May 31, 2021 and June 1, 2021 through to May 31, 2022.

The Project work will take place between September 1 and September 30 each year. Working days and completion will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/repair requirements, etc.

1.3 Introduction

The successful contractor will plan, administer, and execute a longline sentinel survey consisting of 56 long-line sets at predetermined locations in NAFO subdivision 4Vn. A minimum of 4 vessels are required for this project. The survey is designed to provide information about the status of groundfish populations in 4Vn. It will continue a time-series of annual research surveys adhering to strict mandatory requirements for the fishing vessels, captains, crew, gear and sampling protocols intended to ensure that sampling occurs under consistent conditions each year.

1.4 Estimated Value

In the event that all 56 stations cannot be completed within the time frame indicated in the contract, the circumstances that led to this will be reviewed and payment of the contract will be decided by the scientific authority based on the all-inclusive cost per station.

In the event that the project exceeds the contract total, all related costs above the initial amount will be paid by the contractor.

All profits from the sale of fish are the property of the contractor.

1.5 Objectives of the Requirement

Conduct a survey consisting of 56 long-line sets at predetermined locations in NAFO subdivision 4Vn. The survey is designed to provide information about the status of groundfish populations in 4Vn. It continues a time-series of annual research surveys; therefore there are strict mandatory requirements for the fishing vessels, captains, crew, gear and sampling protocols (Appendix A) intended to ensure that sampling occurs under consistent conditions each year.

1.6 Background, Assumptions and Specific Scope of the Requirement

This survey continues a time-series of annual research surveys, therefore there are strict mandatory requirements for the fishing vessels, captains, crew, gear and sampling protocols (Appendix A) intended to ensure that sampling occurs under consistent conditions each year. The locations of the stations sampled in 2009 are in Appendix B for illustration. The locations of the 56



stations to be sampled in 2018 will be provided prior to the time of sailing. The sampling protocols are in Appendix A.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

- Successful fishing sets at all 56 stations sampled following set locations and protocols provided by DFO. Station locations may be subject to (minor) change upon pre-approval by the scientific authority.
- Detailed sampling (length, weight, stomach contents, condition factors, otoliths) for the first 50 cod over the rail from each set in format specified by DFO and suitable for entry into DFO databases.
- For each of the 56 fishing stations, catch and biological data will be provided by the observer company in the format specified by DFO and suitable for entry into DFO databases. Data required for each fishing station include set location, water condition, numbers, length frequencies and weights for all species captured at each station and total species weight landed.
- Additional sampling may be required by the onshore technician if requested by DFO given that a sampling protocol and materials for sampling are provided by DFO (e.g. collection of cod fin clips for genetic study).

For the At-Sea Observer Company Employed by the Contractor:

- At-Sea Observers will be on all trips.
- Field work / sampling will be carried out aboard the four contractor vessels. All data entry and data quality assurance will be carried out at the Observer Company's office;
- Data entered in the DFO Maritimes Region Industry Surveys Database (ISDB) will be checked by Association's scientific personnel to ensure that quality standards have been met;
- All data collected will be the property of the crown without exception;
- Association Project Authority will be determined upon award of the contract
- Observer Company must possess a secure access to DFO networks and the Maritimes Region ISDB database;
- All data processing will be carried out at the Observer Company's office;
- At-Sea services for 4Vn Sentinel Survey may be required anytime commencing on or about September 1st, 2018 and completed on or about September 30, 2018; the data entry; quality checks and loading of data expected completion date of January 15th, 2019.
- The project will be considered to be complete when all data collected during the survey, properly edited, is resident in the DFO Maritimes ISDB database and all hard copies of paperwork have been returned to Association's project authority;

2.2 Specifications and Standards

The Contractor must ensure that participating vessels and the At-Sea Observer company follow the established protocol.

2.3 Method and Source of Acceptance

Work will be deemed acceptable upon completion of all 56 long-line sets according to the established protocols and all data recorded while at sea. Successful completion of the survey will be determined by the Scientific/Project Authority.

The project will be considered to be complete when all data collected during the survey, properly edited, is resident in the DFO Maritimes ISDB database and all hard copies of paperwork have been returned to Association's project authority.



2.4 Reporting Requirements

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

2.5 Project Management Control Procedures

The project manager must contact the DFO project leader by phone or e-mail to report:

- The 4 vessel names and VFNs to ensure that the correct license amendments are issued before the survey begins,
- The date when the survey commences,
- Weekly updates on the stations fished, catch rates,
- Survey end date,
- All data, worksheets and biological materials must be provided to DFO by January 15, 2019.
- All data collected during the survey, properly edited, must be resident in the DFO Maritimes ISDB database by January 15, 2019.

2.6 Change Management Procedures

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

The Science/Project Authority is the representative of Fisheries and Oceans Canada, for whom the work is being carried out. The Project Authority is responsible for all technical aspects (scientific work) of the Work under the Contract. However, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

2.7 Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property arising from the performance of the Work under the contract will belong to Canada as the main purpose of the contract is to generate knowledge and information for public dissemination.

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

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

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

3.2 Contractor's Obligations



The Contractor is responsible for:

- Selection of 4 commercial fishing vessels
- Ensuring all safety requirements are met
- All vessels must have, throughout the standby period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations for the crew and one fishery observer,
- All vessels must be equipped with private, functional washroom facilities,
- All vessels must be equipped with bunks/berths to accommodate the ship crew and the fishery observer
- Each vessel must have an unobstructed, safe working deck space for observer to process samples.
- All vessels must be supplied with the necessary stores, fuel and gear to conduct a longline survey in 4Vn,
- The gear supplied must be sufficient to set 5 tubs of standardized longline gear at each set,
- Each tub of gear must have between 450-500 #12 circle hooks,
- The groundline on the longline gear must have floating line spliced into it at intervals to raise hooks off the bottom. The floating line is added every 60 hooks,
- Gangions are to be 18 inches long and made of 150-200 point test braided nylon set 6 feet apart along the ground line,
- Type of bait: Mackerel must be used for all sets,
- All catches by survey vessels must be weighed out by a DFO approved dockside monitor supplied by the contractor,
- Supplying a fishery technician to conduct detailed sampling of cod onshore as detailed in the scientific survey protocols Appendix A,
- Supply an experienced and capable Project Manager,
- Engage an at-sea observer company to perform the following tasks:
 - o Sort all the catch into individual species;
 - o Provide exact biological measurements of various groundfish species as per survey sampling protocol;
 - o Record all measurements on proper paper forms;
 - o Perform data quality checks to ensure quality of data through double key punch, visual and automated edits;
 - o Enter the data into DFO Maritimes Region ISDB.

The contractor will select only personnel with the following abilities:

Mandatory requirements for Captain and crew:

- The vessel operators must have valid commercial groundfish licenses for fishing in 4Vn with fixed gear,
- The captain and crew must show evidence of having expertise and knowledge of the groundfish fishery in 4Vn,
- The captain must show evidence of having practical/hands on experience in conducting scientific resource surveys,
- The captain and crew must assist with observer activities while fishing scientific stations,
- The captain and crew must follow the established survey protocol for all survey tows

Mandatory Quality Control & Data Entry:

The At-Sea Observer Company engaged by the contractor will be responsible for detailed quality control of the scientific data forms completed by at-sea observers, as well as data collected by on-shore technicians. The validation process will follow the general outline:

- Preliminary visual spot check of the scientific data forms for completeness, presence of all required forms, omissions and errors;
- Thorough edit of scientific data forms in preparation for keypunching;



- Double key punch;
- Final edit of the data package; and
- Loading of the final data into the DFO Maritimes Region ISDB database.

LICENSES AND PERMITS

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

3.4 Location of Work, Work site and Delivery Point

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

All work will occur at the contractor's worksite, at sea, onboard fishing vessels or at the dock where the vessels land.

3.5 Language of Work

Work will be carried out in English.

3.6 Special Requirements

Fishing License Restrictions:

Participating vessels shall be issued license conditions aimed at ensuring the achievement of the goals of the sentinel program. These conditions will strictly control how, when and where fishing can be carried out. Major points are:

- Except when specified by the science coordinator, fishing will be at randomly pre-selected stations,
- Effort will be restricted as detailed in fishing gear restrictions,
- All trips must hail before landing and submit to dockside monitoring of landings,
- All other normal regulations apply

3.7 Security Requirements

Contractors will never be at sites where protected and/or classified information or assets are stored. There is no security requirement.

3.8 Insurance Requirements

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under this contract or any related contracts.

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

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



3.9 Travel and Living

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

4.0 Project Schedule

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

The Contractor must contact the Project Authority by telephone or email to report:

- The vessel names and VFNs to ensure that the correct license amendments are issued before the survey begins,
- The date when the survey commences
- The name of the At-Sea Observer company employed by the Contractor
- Weekly updates on the stations fished, catch rates
- Survey end date,
- All data, worksheets and biological materials must be provided to the Project Authority within two months of the survey end date.

5.0 Required Resources or Types of Roles to be Performed

See Section 3.3 for required resources.

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

6.0 Applicable Documents and Glossary

6.1 Relevant Terms, Acronyms and Glossaries

Scientific Sampling Protocols (Appendix A) and Example of set locations (Appendix B) are attached.



Appendix A - Scientific Sampling Protocols

1. At Sea Operations

Fishing effort for the survey is standardized as determined at the start of the survey in 1994. Gear specifications are as follows:

- One set is 5 tubs of gear
- A tub of gear will contain 450 to 500 hooks
- Hooks will be #12 circle
- Gangions are 18 inches long made of 150-200 lb. test (3-4 lb. Linear weight) braided nylon set 6 ft apart along the groundline. The groundline should have floating line spliced to it at intervals to raise hooks off the bottom. The floating line is added every 60 hooks; thus from the anchor, by groups of hooks: 30 normal back line; 60 floating line spliced in; 60 normal; 60 float; 60 normal; 60 float etc.
- The bait will be mackerel
- The soak time should be 3 to 6 hours

A total of 56 sets will be made, the positions of which will be determined ahead of time by Fisheries and Oceans, Canada (DFO) based on a stratified random design. A captain may move a set position in the event that setting gear would interfere with other previously set gear, a navigational aid or any other obstacle which would jeopardize either the boat or the gear. The new set position should be as near to the original as practicable.

A temperature recorder (supplied by DFO) will be attached to the trawl anchor attachment at the end of one set of gear. This will be returned to the onshore technician for downloading of data upon return of the boat to shore.

The first 50 cod over the rail will be kept in a separate tub for delivery to the onshore technician hired by the contractor. Ensure that these cod are clearly identified as to set number.

All information on the sets will be recorded by an observer with the assistance of the boat captain. The captain should confirm that the set number and positions for shooting and haul back of gear are correct. Boat crews are required to assist the observer with sampling. The captain will retain all paperwork for delivery to the onshore contractor's representative.

2. At-Sea Observer Sampling:

The standard Groundfish protocol for at-sea observers should be followed. In addition, as per regular observer trips, all fish should be keyed out to species. For example, do not record skate non specified - key out to species (thorny, smooth, etc). Similarly, key out wolffish (northern, spotted, or striped) and hake (red, white, etc.) to species. Avoid using any non-specified species codes.

a. Cod Sampling

Sample for length up to 150 Atlantic cod (not including the first 50 cod set aside), and remember that **every set needs** to be sampled.

b. White Hake, Atlantic Halibut, American Plaice & Wolffish Sampling

Observers are required to sample for length up to 100 fish for each species per set. Note that Atlantic Halibut and American Plaice must be sexed (except halibut <81cm which must be released). Observers should check with captains and crew to see if normal sampling techniques will damage fish making it unmarketable. If captains and crews are concerned that cutting fish to determine sex will damage the fish and make it unmarketable the requirement to sex these species should be dropped.

c. Sets

Before each haul back ask the vessel captain what set number is being hauled to ensure that the length frequencies to match the captain's paperwork. The boats will make an average of 3 sets



per day, but may not haul back in the order they set. This is extremely important. There have been cases in the past where the observer had a cod sample for set 3, but the captain didn't have any cod recorded for that set or the observer had a length frequency for set 4 while the captain only recorded 3 sets for the trip.

3. Onshore Analysis of Cod by Contractor's Technician

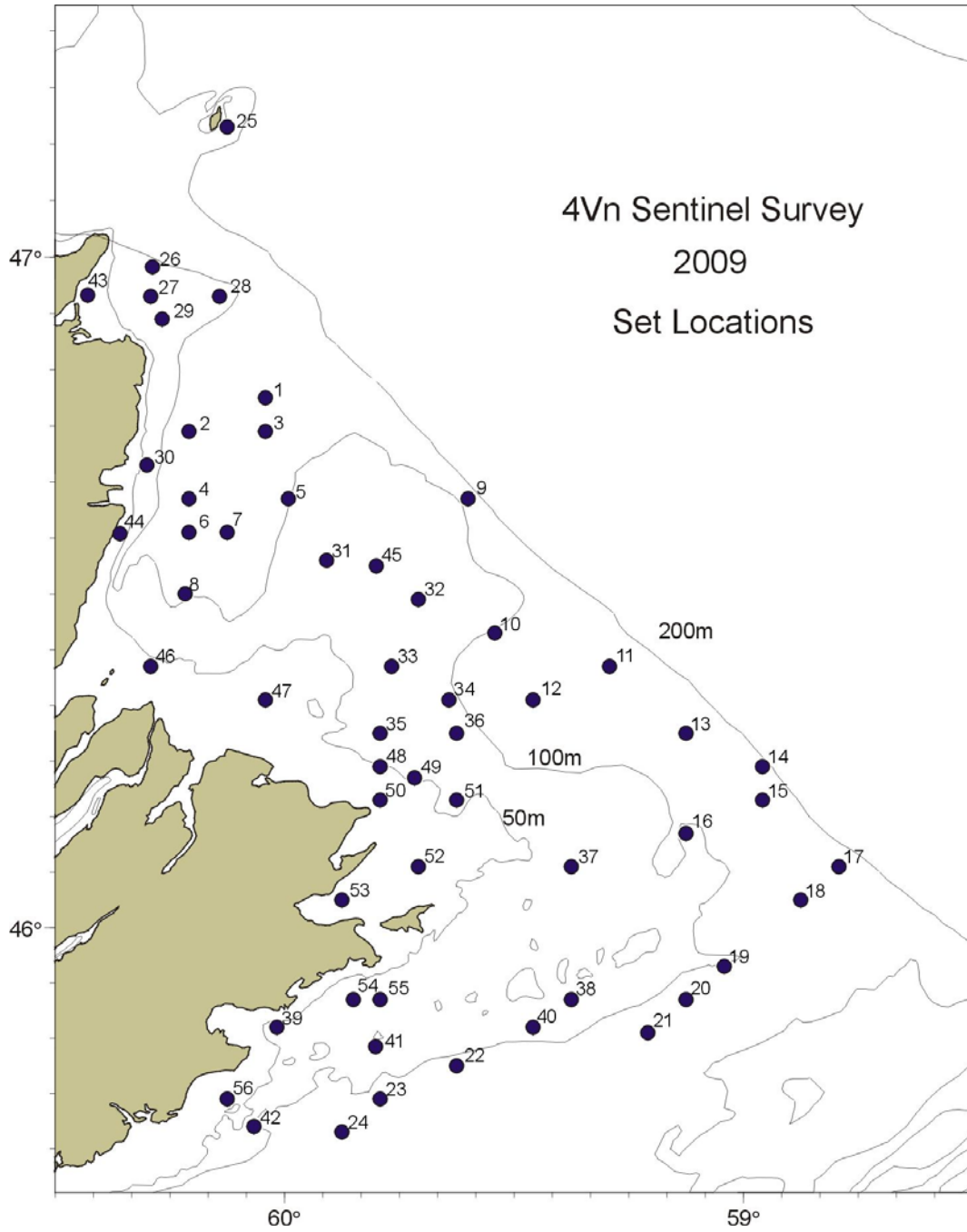
The procedure for sampling each fish is as follows:

- Weigh and measure for length
- Remove otoliths and store in envelope identified by trip, set and fish number
- Record sex of fish
- Remove and weigh the liver
- Remove and weigh the gonad
- Record the maturity stage of the gonad
- Estimate and record the stomach fullness
- Remove and weigh the stomach
- Remove and identify the stomach contents as often as is practical. If the backlog of fish to be dealt with is large, identify the stomach contents of one fish only for each centimeter length grouping
- Weigh the empty stomach (even if contents not identified).
- Carry out any special requests from DFO given a sampling protocol and sampling materials are provided for such a request (e.g. collection of cod fin clips)

All these data are recorded on fish morphology data sheets except for stomach content information which is recorded on separate diet data sheets.



Appendix B – Station Locations





ANNEX "B" BASIS OF PAYMENT

The Bidder must provide an all-inclusive cost below to include all cost associated to carry out this project including fuel as identified in the Statement of Work

If the Contractor does not fill in and complete the costing information for all years including option year's it will be assumed that the price given for the initial year of the contract will be the price associated for all option years of the contract.

Vessel Names:

1. _____

Signature of Registered Owner: _____

2. _____

Signature of Registered Owner: _____

3. _____

Signature of Registered Owner: _____

4. _____

Signature of Registered Owner: _____

Initial Contracting Period - Contract awarded through to May 31, 2019

Total - All-inclusive Cost to complete 56 stations \$ _____

Cost per Station in the event not all stations are completed
(All-inclusive cost divided by 56 equals (for payment in invoicing purposes on potential generated contract)) \$ _____

1st Optional period – June 1, 2019 through to May 31, 2020

Total - All-inclusive Cost to complete 56 stations \$ _____

Cost per Station in the event not all stations are completed
(All-inclusive cost divided by 56 equals (for payment in invoicing purposes on potential generated contract)) \$ _____

2nd Optional period – June 1, 2020 through to May 31, 2021

Total - All-inclusive Cost to complete 56 stations \$ _____

Cost per Station in the event not all stations are completed
(All-inclusive cost divided by 56 equals (for payment in invoicing purposes on potential generated contract)) \$ _____

3rd Optional period – June 1, 2020 through to May 31, 2022

Total - All-inclusive Cost to complete 56 stations \$ _____

Cost per Station in the event not all stations are completed
(All-inclusive cost divided by 56 equals (for payment in invoicing purposes on potential generated contract)) \$ _____



ANNEX “C” – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. “Contract” means “Purchase Order”.

1.2. “Buyer” means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.



9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**



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.



ANNEX "E" EVALUATION CRITERIA

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent may include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Mandatory Criteria	Meets Criteria Yes/No	Referenced To Proposal With Page Number And Paragraph Or Tab #.	Additional Comments
<ol style="list-style-type: none"> 1. The vessel operators must have valid commercial groundfish licenses for fishing in 4Vn with fixed gear for each vessel proposed. Please provide copy 2. The captain and crew must provide evidence of having expertise and knowledge of the groundfish fishery in 4Vn with in the last 10 years for each vessel proposed 3. The captain must provide evidence of having practical/hands on experience in conducting scientific resource surveys for each vessel proposed 4. Each vessel must have room for one industry funded observer as well as the fishing crew. Please provide proof of <ol style="list-style-type: none"> a) at least one private, functional washroom b) All vessels must be equipped with bunks/berths to accommodate the ship crew and the fishery observer. Please provide specifications or a photo for each vessel proposed. 5. The vessel must carry an inspected life raft with capacity for everyone on board. Please provide specification or a photo for each vessel proposed. 			

BASIS OF SELECTION:

The contractor will be selected on the basis of lowest bid, provided they meet all the Mandatory Criteria outlined above.