



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Title - Sujet DFO - Fishing Vessel Charter	
Solicitation No. - N° de l'invitation F6081-180004/A	Date 2018-06-14
Client Reference No. - N° de référence du client F6081-180004	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-010-7104	
File No. - N° de dossier OLZ-8-41036 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-03	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Connolly, Carolyn	Buyer Id - Id de l'acheteur olz010
Telephone No. - N° de téléphone (709) 772-5396 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS SCIENCE OCEANS&ENVIR.BR. NAFC BLDG WHITE HILLS BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 STATEMENT OF WORK.....	2
1.2 DEBRIEFINGS	2
1.3 CANADIAN CONTENT	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS	3
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14
6.7 PAYMENT	14
6.8 INVOICING INSTRUCTIONS	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.10 APPLICABLE LAWS.....	15
6.11 PRIORITY OF DOCUMENTS	15
6.12 INSURANCE – SPECIFIC REQUIREMENTS	15
ANNEX “A” STATEMENT OF WORK.....	16
ANNEX “B” BASIS OF PAYMENT.....	17
ANNEX “C” ELECTRONIC PAYMENT INSTRUMENTS	19
ANNEX “D” INSURANCE REQUIREMENT	20
ANNEX “E” INTEGRITY PROVISIONS – LIST OF NAMES	23

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

Public Works and Government Services Canada will award a contract for a commercial fishing vessel for use by the Department of Fisheries and Oceans Canada (DFO). DFO requires a large fishing vessel to conduct scientific research and biological sampling. The preferred vessel will be greater than 65 ft, with a current Category "NAFO 3L-3N" license whose captain has a history of commercial fishing which includes groundfish and snow crab.

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.2 Debriefings

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

1.3 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must meet the following mandatory requirements. Bidders who do not meet the mandatory requirements will be deemed non-responsive and will be given no further consideration.

IMPORTANT NOTE TO BIDDERS: Bidders MUST demonstrate in their bid packages how they meet all mandatory criteria, including ALL requirements set out in the Statement of Work which forms part of Annex "A".

Please check (✓) accordingly:

The vessel is to be available for the three (3) sampling periods, each approximately 8-12 days in duration, during the July-October period.

Met_____ Not Met_____

The charter must follow the sampling design provided for capturing snow crab which is consistent with Fishing Industry Post Season Snow Crab Survey. The sampling design is to be provided upon contract award.

Met_____ Not Met_____

Vessels must possess valid Transport Canada inspection certificate, have a valid Category "NAFO 3L" fishing license and must complete the Charter Vessel Application Form provided (see Appendix 1 of the attached Statement of Work which forms part of Annex "A").

Met_____ Not Met_____

4.1.2 Financial Evaluation

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

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16) Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification (A3066T)

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

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

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

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

5.2.3.2 Status and Availability of Resources

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

5.2.3.3 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 30 June 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 three (3) 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 30 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:

Carolyn Connolly

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
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CCC No./N° CCC - FMS No./N° VME

Senior Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Professional Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-5396
Facsimile: (709) 772-4603
E-mail address: carolyn.connolly@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract will be named 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 [Must be completed by offeror with bid submission]

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$ _____ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.7.2 Limitation of Price

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

6.7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Electronic Payment Instruments;
- (f) Annex "D", Insurance Requirements;
- (g) Annex "E", Integrity Provisions;
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on _____" **or** "*, as amended on _____" and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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.

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
STATEMENT OF WORK

Detailed Statement of Work is attached and forms this annex.

ANNEX "B"
BASIS OF PAYMENT

- Please provide pricing for all line items. Failure to do so will deem bid non-responsive.
- Prices do not include applicable taxes.
- **IMPORTANT NOTE TO BIDDERS:**
BIDDERS MUST COMPLETE THE UNIT PRICE TABLE BELOW. BIDDERS ARE NOT TO CREATE A SEPARATE PRICING TABLE. FAILURE TO COMPLETE THE PROVIDED UNIT PRICE TABLE WILL RENDER BID NON-COMPLIANT AND NO FURTHER CONSIDERATION WILL BE GIVEN.

Item #	Description	Quantity	Unit Price Per Day, Taxes Extra
1	Large fishing vessel to conduct scientific research. Research will commence late July 2018 and will finish in October 2018. It will include three vessel trips, each approximately 10 days in duration.	Per Day (All-inclusive daily rate. All fees included.)	\$

Year 2 (Optional): 2019

Item #	Description	Quantity	Unit Price Per Day, Taxes Extra
1	Large fishing vessel to conduct scientific research. Research will commence in July 2019 and will finish in October 2019. It will include three vessel trips, each approximately 10 days in duration.	Per Day (All-inclusive daily rate. All fees included.)	\$

Year 3 (Optional): 2020

Item #	Description	Quantity	Unit Price Per Day, Taxes Extra
1	Large fishing vessel to conduct scientific research. Research will commence in July 2020 and will finish in October 2020. It will include three vessel trips, each approximately 10 days in duration.	Per Day (All-inclusive daily rate. All fees included.)	\$

Year 4 (Optional): 2021

Item #	Description	Quantity	Unit Price Per Day, Taxes Extra
1	Large fishing vessel to conduct scientific research. Research will commence in July 2021 and will finish in October 2021. It will include three vessel trips, each approximately 10 days in duration.	Per Day (All-inclusive daily rate. All fees included.)	\$

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Amd. No. - N° de la modif.

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Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

Signature of Registered Owner(s):

Date:

*Note: 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. Option year period costs will be included in the evaluation process.

Solicitation No. - N° de l'invitation
F6081-180004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
olz010

Client Ref. No. - N° de réf. du client
F6081-180004

File No. - N° du dossier
OLZ-8-41036

CCC No./N° CCC - FMS No./N° VME

ANNEX "C"
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" **INSURANCE REQUIREMENT**

Marine Liability Insurance

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 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.

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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Quebec Regional Office (Ottawa),
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284 Wellington Street, Room SAT-6042,
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For other provinces and territories, send to:

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

ANNEX "E"
INTEGRITY PROVISIONS – LIST OF NAMES

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

List of Names

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

Complete Legal Name of Company _____

PBN _____

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

STATEMENT OF WORK

GRAND BANKS SNOW CRAB VESSEL CHARTER

Fisheries and Oceans Canada (DFO) is seeking to contract a commercial fishing vessel, preferably larger than 65 ft., (a “large fishing vessel”) to conduct experimental fishing on the continental shelf of Newfoundland and Labrador.

1. INTRODUCTION

The offshore Oil and Gas Industry operating seismic exploration activities along Canada’s east coast has garnered attention regarding potential for impacts on fisheries, including groundfish and shellfish. To address concerns, a scientific study is planned to investigate potential effects of seismic exploration on the catchability of commercial fish species in relation to seismic exploration activity. The objective of the project is to conduct experimental commercial fishing for groundfish and for snow crab using a variety of fishing methods. Methods include crab pots, long-line, gillnets, cod-pots (provided), and potentially a groundfish trawl. This statement of work describes the project requirements.

Information collected during this study will be used to provide regulatory agencies, the fishing industry, and the Oil and Gas industry, with scientific advice on the biological effects of seismic exploration activities on commercial fish species catchability.

2. SCOPE OF WORK

The Department is interested to utilize a large fishing vessel to conduct scientific research and biological sampling. The preferred vessel will be greater than 65 ft, with a current Category “NAFO 3L-3N” license whose captain has a history of commercial fishing that includes groundfish and snow crab. Refrigerated seawater tanks will be preferred but are not a requirement. Fishing locations and fishing protocols will be predetermined by the DFO scientific authority (Name will be provided upon contract award).

The primary goal of the survey is to execute scientific sampling and to collect scientific data according to the specified protocol identified by the Scientific Authority. The research is planned to start in late July and will finish in October 2018. It will include three vessel trips, each approximately 10 days duration. The study will take place on North eastern portion of the Newfoundland Grand Bank, near the 200 mile limit. Two study areas approximately 50-70 km apart will be selected for fishing activities.

All equipment to conduct standard commercial crab fishing activities are needed (ie rope, hydraulic hauler, sorting table, and bait, pots, fishing expertise/experience, etc.). The pots should be spaced in a similar fashion as that used during commercial fishing. Furthermore, some additional groundfish fishing will be conducted opportunistically using hook-and-line and gillnets, to be provided by the contracted vessel. A method of using this fishing gear will be required. DFO will provide cod-pots which could also be utilized and fished using a crab-hauler similar to crab fishing.

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

St. John's is generally the closest point to the survey area. The vessel may be required to start each trip at St. John's; however, consideration will be given to areas in the vicinity of St. John's.

3. GENERAL REQUIREMENTS

The vessel is to be available for the three (3) sampling periods, each approximately 8-12 days in duration, during the July-October period. Ideally, the first trip will occur in late July or early in August, a second trip in September, and a third trip in October. Sampling trips will depend on the timing of seismic surveys, and flexibility is required.

The Charter Vessel shall provide meals and accommodations for all scientific personnel and crew members.

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

The charter must follow the sampling design provided for capturing snow crab which is consistent with Fishing Industry Post Season Snow Crab Survey. The sampling design is to be provided upon contract award.

The vessel will require sleeping arrangements for at least 3 scientific staff in addition to boat crew members.

Vessel crew will assist the scientific personnel with data collection and sampling during the charter.

The contractor will assist to load supplies prior to commencing the experimental survey and unload at the end of a survey.

The contractor must agree to allow independent inspection of gear to ensure they continue to meet the required specifications.

The Captain will record all fishing activity (date / time / locations / depth / weather, etc) and all deployments of scientific equipment, to be provided to the scientific authority.

4. VESSEL REQUIREMENTS

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

The Vessel must be seaworthy;

1. The vessel is certified for conducting commercial groundfish and snow crab fishing operations, safely, in Canada.

2. Deck capacity to carry and utilize 200 pots, gillnets, hook-and-line, for experimental fishing is required.
3. The Vessel engine must be in good running order;
 - a. Vessel must have minimum fuel capacity to perform the operations while considering the fuel requirements for operating in rough weather conditions.
4. All gear and equipment must be in good repair. The vessel must be completely rigged for snow crab and groundfish including:
 - a. Hydraulic hauler.
 - b. Net-hauler
 - c. Line-trawl
 - d. Considerations will be given should an otter trawl be used. At this time an otter trawl is not a requirement, but will be an asset.
5. The vessel used for this project will require 200 crab pots, configured in 20 fleets of 10 pots.
6. Each fleet will require an anchor/weight on the buoy-line end before the first crab pot.
7. The vessel used for this project will require 6 tubs (200-300 hooks per tub) of hook and line trawl.
8. The vessel used for this project will require 6 gillnets suitable for Atlantic cod.
9. A deck area which can accommodate sampling equipment including a sorting table (1.5 m X 1.5m) for biological sampling. On deck work area(s) should be clear of running gear, equipment, vertical obstructions (i.e. hatch combings) and stowage.
10. The vessel must provide a level suitable working area for measuring and tagging both fish and snow crab.
11. The vessel must provide adequate deck lighting for biological sampling performed during non-daylight hours.
12. A covered workspace (shelter-deck) is required and the deck area will be used extensively for at sea sampling.
13. The contractor must provide indoor space to store, clean, and download data from electronic equipment.
14. The Charter Vessel will also provide plotting software, a navigational computer.
15. A protected area on deck, such as a covered shelter deck, is required for biological sampling (total required sampling area: 1.4m x 6.0m).
16. Electric power (110/115 V.A.C.) outlet near on-deck work area. This may be a temporary installation, if necessary.
17. Dry storage area of at least 5.4 m³ (190 cu ft) for holding scientific supplies.
18. Seawater deck-hose for use cleaning sorting table and sampling gear. On/off switch will be readily available.

19. Crane capable of lifting ½ ton for handling sampling gear and moorings is required. Crane system must be capable of vertically raising and lowering chain weight packages (250 lbs) anywhere along centreline of working deck. A suitable conveyor system can provide an alternative.
20. Access to and use of a suitable chart table.
21. A suitable dedicated dry counter work space at least 0.6 X 2.4 m (2 X 4 ft) with adjacent 110/115 volts power outlets on the bridge for installation of Government-supplied personal computers, printer, GPS and mensuration electronics.
22. Dry ice will be carried at sea. The dry ice will be stored in dry ice boxes (provided by DFO), and won't be stored in freezers. It must be stored in a way that this does not create a safety hazard for personnel (danger of asphyxiation since CO₂ is denser than air if stored in a freezer).
23. A minimum of 0.57 m³ (20 cu ft) of freezer storage (minus 20 Celsius) exclusive of space for ship's stores for stowing scientific samples and supplies is required. Freezer space must be reasonably and safely available from the deck and must be continuously available to the scientific party.
24. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for all personnel for approximately 10 days.
25. Vessel must be ballasted to maintain sea-kindliness during the charter. Fuel oil considered as ballast should not be considered in the vessel's fuel-endurance estimation.
26. The vessel shall have been actively used for commercial fishing for at least 1 month within 12 previous months.
27. Sufficient workspace for all personnel and equipment aboard (captain, crew and Scientific Personnel).
28. Adequate food and accommodations for all personnel on board (captain, crew and supernumerary Scientific Personnel).

5. ELECTRONIC EQUIPMENT REQUIREMENTS

The following equipment must be installed and in working order:

1. Radios:
 - a. VHF two sets.
 - b. Two single side-band units with one being synthesized in the 2-18 MHZ range.
 - c. A system for switching to battery power for radio operation in the event of interruption of the normal power supply.
2. Plotter (flatbed and/or CRT) with capability of plotting input from GPS.
3. GPS (Global Positioning System)—a minimum of two units with at least six channel, sequential capability to track satellites.

4. Radar—2 units with a minimum range of 77.2 km (48 miles).
5. Depth sounders: Color scope unit with minimum range of 500 m (250 fm) and operating in the 38-50 kHz range plus a backup unit.
6. Inmarsat C with e-mail capability for sending and receiving messages and a cellular telephone.

6. CREW REQUIREMENTS

The crew must be experienced in all aspects of commercial fishing, for multiple fish species including Atlantic cod, other groundfish, and snow crab. Members of the crew must also have commercial fishing experience, and will be expected to conduct that work. DFO technicians will work on deck to process and sample the catch but will not necessarily assist in direct fishing activities.

1. The Captain shall have a minimum of five (5) years of crab fishing experience as master of a comparable-sized vessel off of the coast of Newfoundland and Labrador and at least five (5) year's total fishing experience as a master.
2. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
3. The minimum crew shall consist of Captain, lead-fisher, engineer-fisher, and cook-fisher. **Any changes to proposed crew must be substituted with crew of comparable experience and must be approved by Project Authority prior to start of charter.**
4. Skipper has the ultimate decision on operations with respect to the health and safety of his/her crew, supernumeraries and vessel. At any time the skipper has the right to refuse any operations that he/she deems unsafe.
5. The lead fisher shall have a minimum of three (3) years' experience in crab fishing.
6. Communicate with all marine vessels in the area and identify any areas in use by fishing vessels or gear to ensure mutual avoidance during the conduct of the work.
7. Maintain a detailed log of all activities in the vessel log, to be provided to the scientific authority upon completion of the survey or shortly afterwards. This will include GPS positions, marks, for deployment of all gear and scientific equipment.
8. The Vessel Owner/Operator must own a commercial fishing license for NAFO 3L.
9. The engineer-fisher and cook-fisher shall have a minimum of two (2) years' experience in commercial fishing and assist in gear repair.
10. In addition to the required fishing experience, the cook-fisher shall have a minimum of two (2) years' experience in the planning and preparation of three daily meals for the crew.
11. Experience in the conduct of research surveys, is desirable for the Captain and lead fisher.

7. SCIENTIFIC PERSONNEL PROVIDED WITH THE CHARTER

DFO scientists will lead the collection of data during the survey.

1. A DFO on-board technician/scientists will be designated Chief Survey Scientist. That person will be responsible for implementation of the cruise plan, sampling, compliance with the charter terms, disposition of catches and the conduct and performance of on-board technicians aboard the vessel.
2. The vessel captain shall provide the Chief Survey Scientist with access to the vessel communications equipment at any time on request.

8. OPERATING PROCEDURES

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

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

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

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

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

Survey and Sampling Protocols

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

On the day that the pots are hauled harvesters will be **required** to assist the samplers in counting crabs from each pot and recording biological data to ensure adequate data collection. All biological information must be collected from each individual station before

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

9. SAFETY

1. The vessel Captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and Rules of the Road whether it be while running, drifting, or when at anchor. The Captain shall review safety procedures and equipment with the scientific party at the beginning of each cruise leg.
2. The vessel Captain is responsible to insure that immersion suit drill is done before cruise starts.
3. The Contractor shall provide life rafts and Coast Guard-approved life jackets and immersion suits for all personnel aboard.
4. A Category I 406 MHZ EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the Canadian Coast Guard.
5. The vessel Captain is responsible to present to DFO a demonstrated safety plan prior to the mission.

10. POST-AWARD AND POST-SURVEY MEETINGS

1. Upon award of contract and prior to the start of the charter, a post-award meeting will be held to discuss issues relating to the charter and survey. The vessel manager, all vessel Captains participating in the charter, and the crewmember that has primary responsibility for maintenance of the research gear are required to attend the meeting. The date and time of the meeting will be scheduled by the DFO Scientific Authority and Vessel Manager upon award of the contract.
2. After completion of the survey, a post-survey debriefing will be held. The purpose of the debriefing is to provide the charter operator an evaluation of the performance of the vessel and crew during the charter. At a minimum, the vessel manager is required to attend the debriefing. The date and time of the meeting will be scheduled by DFO Scientific Authority and Vessel Manager upon completion of the survey.
3. The Captain will complete a "Post Cruise Report" prior to or shortly after departure from the Vessel. Post Cruise Reports assist in filling in communication gaps and improving services. The post cruise report will include a copy of the written log and any stored electronic data files (i.e. Way points). Reports will be forwarded to the DFO Scientific Authority.

APPENDIX 1

Charter Vessel Application Form

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

1. OWNER(S)

Name(s)	Address	Phone

2. CAPTAIN

Name	Address	Phone

Experience on the Grand Banks	Experience Trawling
as Master	
as Crew	

3. VESSEL COOK and FISHING CREW

Name	Address	Phone

Experience as Vessel Cook or Crew	Experience Trawling

as Cook	
as Crew	
as Crew	
as Crew	

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

Name, address and phone number.

LOCATION OF VESSEL (for inspection): _____.

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

4. DESCRIPTION OF VESSEL:

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

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

Date_____

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

6. ELECTRONIC NAVIGATION/FISH DETECTION EQUIPMENT:

Equipment	Make	Model
-----------	------	-------

Echo sounders		
Radar		
Radios		
GPS/Plotter		
Additional		