



**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](mailto: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 :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Mobile-Gear Sentinel Fishery in NAFO Fishing Area 4S and 4R		<b>Date</b> 2018-06-18
<b>Solicitation No. – N° de l'invitation</b> FP802-180023		
<b>Client Reference No. - No. de référence du client</b> F3710-185001		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) <b>On / le :</b> 2018-07-02		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Claude Richard  <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract. Escort required at DFO site(s) at all time.

1. The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
2. 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.
3. 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).
4. 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).

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.5 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto: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](http://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) (<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: 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 five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

**Section I: Technical Bid (one soft copy in PDF format)**  
**Section II: Financial Bid (one soft copy in PDF format)**  
**Section III: Certifications (one soft copy in PDF format)**

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

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

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

#### **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.

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Annex D – Bid Evaluation Criteria – Mandatory Requirements.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

In reference to Annex D – Bid Evaluation Criteria – Mandatory Requirements, the basis of selection is as shown below.

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

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 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.

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 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

## 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.



### 5.2.3.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 5.2.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### 5.2.3.4 Supplementary Contractor Information

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## 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, **escort required at DFO site(s)**

1. The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
2. 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.
3. 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).
4. 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.

#### 6.3.1 General Conditions

**2010B (2016-04-04), General Conditions - Professional 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 contract award date to May 30, 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 two (2) one-year option periods from **June 1, 2019 to May 30, 2020** (option year 1) and from **June 1, 2020 to March 31, 2021** (option year 2) 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:

Name: **Claude Richard**  
 Title: Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel and Procurement Services  
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
 Telephone: **To be provided at time of Contract award**  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is **(To be provided at time of 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 (To be provided at time of 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 – Firm Unit Price

- 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 unit price(s), as specified in in Annex “B” for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

- 6.7.1.2 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 Expenditure

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

#### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

#### 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 addresses indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: **(To be inserted at Contract Award)**

#### 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.

##### 6.10 Applicable Laws

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

##### 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 [2010B \(2016-04-04\), General Conditions - Professional Services \(Medium Complexity\)](#);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (f) Annex "C" Electronic Payment Instruments
- (g) Annex "D" Bid Evaluation Criteria - Mandatory Requirements
- (h) the Contractor's bid dated \_\_\_\_\_ **(insert at contract award)**



## **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](mailto: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](http://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 G1005C (2016-01-28) – No Specific Requirement**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## ANNEX "A" STATEMENT OF WORK

### 1.0 Framework

#### 1.1 Title

Sentinel fisheries using mobile gear - [NAFO Fishing areas 4S and 4T \(northern part\)](#).

#### 1.2 Introduction

This work is a useful component for the assessment of several groundfish stocks including the northern Gulf cod, Atlantic halibut, redfish and Greenland halibut (turbot). These surveys began in 1995 and have been conducted each July since that time.

Although the sentinel program covers several components, the specifications here concern only the trawl surveys in fishing areas 4S and 4T (northern part).

The survey's main objective is to develop an independent abundance index for the fishery, which will ultimately be used for the annual adjustment of total allowable catches (TAC). The data from this program are available on the website of the St. Lawrence Global Observatory (SLGO): [Sentinel Fisheries – About | SLGO](#).

### 2.0 Contractor's requirements

Conduct a sentinel trawl survey in fishing area 4S (over 10 fathoms) and 4T (northern part) (over 100 fathoms) in July, weigh and measure the fish caught (cod, redfish, halibut and turbot). Harvest otolith samples from the cod and assess their condition.

To do so, the Contractor must:

- Ensure the at-sea sampling by one or more fishers with a commercial license to fish cod with mobile gear in fishing areas 4S and 4T;
- Be able to use *Star Balloon 300*-type trawls mounted on a Rock Hopper bicycle (145 mm mesh size with a 40 mm lining in the cod-end);
- Do basic maintenance on trawls when surveys end;
- Have technicians certified by a DFO-accredited company (observers) on all vessels to collect the biological data and samples for DFO needs.

#### 2.1 Tasks, activities, deliverables and milestones

The Contractor's employees must apply the sciences protocol according to DFO requirements as detailed in **Annex A-1**. Once the survey has been completed, all data will be entered and validated by the Observer Program. The presence of observers is mandatory because the trawls are equipped with a fine mesh lining for catching juveniles, which is illegal for commercial fishing. The rear trawlers must be at least 45 feet long. Participating fishers must do approximately 135 hauls (station) at the beginning of July and note the weight of each species caught. They must measure the length of a cod sample and collect the otoliths. The time period must be observed because Newfoundland trawlers fish the 4R and 3Pn section at the same time (This involves a different contract). The number of stations will depend on the value of the chosen offer. As soon as it is finalized, the final list of the stations' latitudes and longitudes, by strata, will be sent to the selected Contractor. However, the stations are generally divided over the entirety of fishing area 4S and the northern part of 4T.





The data collected must be entered by the Observer Program and it will then be sent to DFO. All collected data will remain the property of DFO. The Contractor must not publically disseminate the collected data.

The Contractor must ensure communication of sentinel sampling activities to fishers and fishing associations, and to DFO management and DFO Science representatives.

The following deliverable items must be respected within the framework of this project:

- 1) Report on completed hauls (number of station per fisher) and return of the temperature probe, prior to July 30, 2015.
- 2) All collected data (information on the trip, haul, catch, length frequencies, etc.) certified and compliant with Observer Program procedures, in electronic format (input and validation) and paper format, and transmitted directly by the observer company (certified) to the Scientific Authority prior to October 15 of each year. The otolith samples, fish or other items required by the scientific protocol must be clearly identified with the date, fishery location, vessel name and project number and sent to DFO prior to October 15 of each year.
- 3) A description of the trawls' condition before and after their basic maintenance, prior to December 15 of each year.

### **3.0 Other conditions of the statement of work**

#### **3.1 DFO obligations**

DFO is responsible for providing the following in support of the contract:

- Input data database ("SaisieFixe" electronic file);
- Otolith stratification sheet and waxed cardboard boxes;
- Final list of stations' latitudes and longitudes will be sent to the Contractor once the contract has been awarded;
- Experimental licence issued in the name of the fishing captain hired by the Contractor for the specified vessel; and
- Vemco temperature probes, which must be returned to DFO (DFO will provide a stamped envelope) once the July survey has been completed.

Note: DFO will provide no other equipment or material.

#### **3.2 Working language**

The working language is English or French.

#### **3.3 Specific requirements**

Any fishery that does not comply with the scientific protocol would contravene the conditions of the experimental licence which could lead to termination of the contract.



## Annex A-1

### 2018 Mobile sentinel fishery - General scientific protocol

The purpose of this survey is to collect data that will be used to calculate abundance indices for different fish stocks including cod, turbot, Atlantic Halibut and redfish. The mobile sentinel fishery survey follows a stratified random sampling plan based on predetermined depth strata. The northern gulf is therefore divided because the depth has an impact on the distribution of fish and invertebrate species. The number of stations allocated is proportional to the surface of the strata; a minimum of three stations is allocated to the smallest strata. The mobile sentinel fishery survey in area 4S and the northern part of 4T includes some 135 stations.

#### Standard haul:

The fishing gear is the standard sentinel trawl, namely the *Star Balloon 300* mounted on a *Rock Hopper* bicycle provided by DFO. The mesh size is 145 mm with a 40 mm lining in the cod-end. Standard hauls lasting 30 minutes are done at a speed of 2.5 knots. The 30-minute duration is calculated from the moment the winches are stopped (after the gear is deployed) up until the moment the winches are restarted to raise the trawl. A haul is considered to be valid if it lasts at least 15 minutes, but not more than 30 minutes, with the gear properly deployed. **If there is major damage to the gear that could have affected the catch, the haul is rejected and must be redone, either at the same location if the sea floor is adequate, or at another station in the same stratum.**

#### Survey stations and sampling procedure - Main and alternate stations:

The list of main and alternate stations as well as the position of hauls are provided by DFO – Science. **However, the captain is responsible for ensuring that the positions can be trawled.** Maps showing the stations to be surveyed are also provided. On the maps, stations are represented by "•" for main stations and "o" for alternate stations. The list of main and alternate stations is also found attached to the Scientific Collection Permit.

- All of the main stations must be visited. If a station is trawlable, it must be visited. If the haul is successful (minimum of 15 minutes and gear properly deployed), continue on to the next. **The captain is responsible for making sure that the station can be trawled.**
- If the main station is considered to be untrawlable (poor sea floor, presence of fishing gear, etc.) by the captain with confirmation by the observer, the captain must visit the alternate replacement stations in the same stratum until a station is deemed trawlable or until **three** alternate stations in the same stratum have been visited and deemed untrawlable..
- For the main and alternate stations, if a sea floor is deemed trawlable **within 1.5 nautical miles around this same station**, the captain may complete the haul.

Complete and return the *Summary of Sentinel Survey Stations* along with the temperature probe. Use the stamped envelope.

#### The retaining cable:

The retaining cable must be installed and used. **All hauls** must be done with the retaining cable. However, for safety reasons, the captain may decide not to use it.



**The Vemco temperature probe (provided by DFO):**

**Install the Vemco probe before the first fishing activity.** The probe should be installed **securely** on the trawl's headline. The probe is left in place for the entire duration of the sentinel fishery survey.

**The observer must send the probe to the Maurice Lamontagne Institute immediately after the final fishing activity. DFO provides a stamped envelope.**

**Trawl characteristics:**

Describe the trawl's characteristics (number of floats, type of door, mesh size, opening, etc.)

**Data collection: (use the forms: "catch registration" and "fish")**

**For every haul:**

- Record the weight of the catch for each species.
- Record the number of individuals caught for the unmeasured species of fish.
- Record the weight of the measured sample if the catch is not all measured.

**Cod:**

- **Measure (cm)** a maximum of 200 cod per haul (fork length).
- **In area 4S only:** Collect 15 pairs of 3 cm long **otoliths** for each class.
  - Use the otolith stratification sheet.
  - Use the otolith envelopes and put all the required information on the envelope.
- **Cod stomachs** are not collected.

**Atlantic halibut:**

- **Measure (cm) and determine the sex and maturity of all Atlantic halibut that are caught**, even those that are less than 85 cm.
- Collect the **otoliths** from all the Atlantic halibut and fill in the information on the envelope.
- Collect the **stomach** from each Atlantic halibut.

**Turbot (Greenland halibut):**

- Measure (cm) and determine the sex of a maximum of 200 turbot per haul (fork length).
- Establish **three length frequencies** (male, female and immature < 16 cm) for each haul.

**Herring:**

- Measure (mm) a maximum of 150 herring per haul (total length).

**Capelin:**

- Measure (mm) a maximum of 100 capelins per haul (total length).

**Witch flounder:**

- Measure (cm) and determine the sex of a maximum of 200 witch flounders per haul (total length).
- Establish **three length frequencies** (male, female and immature < 15 cm) for each haul.



- To determine the sex of witch flounders, simply make a small incision on the fish's visceral cavity to expose the gonad. In general, it is possible to determine the sex of individuals measuring 15 cm or more.

**Redfish:**

- Measure (cm) and determine the sex of a maximum of 200 redfish per haul (fork length).
- Establish **three length frequencies** (male, female and immature < 16 cm) for each haul.

**Wolffish:**

Of the three species of wolffish found in Canada's Atlantic waters, two are endangered and the third is a species of special concern. In Canada, a new law protects these species. The Species at Risk Act was created to prevent wildlife species from becoming extinct. Proper handling and a quick return to the water increase their chance of survival.

- For each species of wolffish, weigh and count the entire catch. Use the wolffish identification guide.
- Handle with care and return to the water as quickly as possible.

**Cetaceans, seals and sea turtles:**

- **For every haul** during which you see or catch specimens, record the information (species and number of individuals).

**The collected samples - Atlantic halibut stomachs:**

- **Freezing:** all frozen samples must be frozen as soon as possible. Freeze them in the waxed cardboard boxes.
- **Identification:** Boxes, labels, bags and envelopes. Always verify the information requested for each type of sample. Write down all the required information.

**Discretionary haul:**

**Discretionary hauls are forbidden.**







**FISH-FORM**

<b>Coded by:</b> _____	<b>Species:</b> _____	<b>Fishing Set No.</b> _____
<b>District:</b> _____	<b>Date:</b> _____ ddmmyy	<b>Fishing loc.(Nafo):</b> _____
<b>Vessel:</b> _____	<b>C.F.V.</b> _____	<b>Gear:</b> _____

<b>Sorting criteria:</b> _____	<b>Category code:</b> _____
<b>Landed weight:</b> _____ kg	<b>Sample weight:</b> _____ kg

Fish No	Length	Sex: __ Interval: __	Total	Fish No	Length	Sex: __ Interval: __	Total
		Type of length: __				Type of length: __	
	0				0		
	1				1		
	2				2		
	3				3		
	4				4		
	5				5		
	6				6		
	7				7		
	8				8		
	9				9		
	0				0		
	1				1		
	2				2		
	3				3		
	4				4		
	5				5		
	6				6		
	7				7		
	8				8		
	9				9		
	0				0		
	1				1		
	2				2		
	3				3		
	4				4		
	5				5		
	6				6		
	7				7		
	8				8		
	9				9		
	0				0		
	1				1		
	2				2		
	3				3		
	4				4		
	5				5		
	6				6		
	7				7		
	8				8		
	9				9		

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**ANNEX "B" BASIS OF PAYMENT**

**A- Contract Period Contract award date to May 30, 2019**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Service Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

**Initial Contract Period: Contract award date to June 30, 2019**

Requirement	Quantity	Unit firm price (excluding applicable taxes)
Sentinel Fishery mobile gear activity	135	\$

**Total Estimated Cost of Professional Fees – initial contract period: \$ \_\_\_\_\_ (insert amount at contract award)**

**2.0 Cost Reimbursable Expenses**

**2.1 Authorized travel and living expenses for Work**

**No travel and Living expenses are authorized under any contract resulting from this process**

**3.0 Total Estimated Cost Initial Contract Period ONLY: \$ \_\_\_\_\_ (insert amount at contract award)**

The amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause **6.7.2 Limitation of Expenditure** of the Contract.





**B- Option Period Year 1**

During the option period 1 of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Service Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

**Option Period Year 1: July 1st, 2019 to June 30, 2020**

Requirement	Quantity	Unit firm price (excluding applicable taxes)
Sentinel Fishery mobile gear activity	135	\$

**Total Estimated Cost of Professional Fees Option Period Year 1: \$ \_\_\_\_\_ (insert amount at contract award)**

**2.0 Cost Reimbursable Expenses**

**2.1 Authorized travel and living expenses for Work**

**No travel and Living expenses are authorized under any contract resulting from this process**

**C- Option Period Year 2**

During the option period 1 of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Service Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

**Option Period Year 2: July 1st, 2020 to March 31, 2021**

Requirement	Quantity	Unit firm price (excluding applicable taxes)
Sentinel Fishery mobile gear activity	135	\$

**Total Estimated Cost of Professional Fees Option Period Year 2: \$ \_\_\_\_\_ (insert amount at contract award)**

**2.0 Cost Reimbursable Expenses**

**2.1 Authorized travel and living expenses for Work**

**No travel and Living expenses are authorized under any contract resulting from this process**

**3.0 Total Estimated Cost- Initial Contract Period plus Option Year periods 1 and 2:  
\$ \_\_\_\_\_ (insert amount at contract award)**

Note 1: If prices are not provided for optional years, assume they are the same as the original contract period.



Note 2: The available budget for sentinel projects is fixed and the number of statements (station) that the Contractor will be required to complete will depend on the value of the lowest responsive bid received by DFO. That is, the quantity of statements may be more or less than 135 depending on the price of the lowest responsive bid received.



### **ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS**

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);



## **ANNEX “D” BID EVALUATION CRITERIA - MANDATORY REQUIREMENTS**

Proposals submitted for this requirement must clearly demonstrate that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

The Bidder must include the following tables 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 criterion has been met.

For the Bidder's examples and for each of the proposed resources, project experience is to be used to demonstrate compliancy and should include the following information:

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

**Please note: The subject area refers to Mobile-Gear Sentinel Fishery in NAFO Fishing Area 4S and 4T.**

**NOTE: Each project summary must not exceed one page in length.**



**MANDATORY CRITERIA**

Item	Requirement	Bidder's Response (provide bid page number or section where the relevant information is found)	Requirement Met
M1	The contractor <b><u>MUST</u></b> be commercial fishing organization that includes ground fish fishermen and with a minimum of 60 months of existence. Please provide the name of the commercial fishing organization and how long it has been in existence.		Met <input type="checkbox"/> Yes <input type="checkbox"/> No
M2	The contractor <b><u>MUST</u></b> show that participating vessel masters have at least 24 months of experience in groundfish fishing or in sentinel surveys*, that they are able to fish with the specified type of trawl and that the captains hold a valid licence to fish for groundfish. *The Contractor must prioritize the participation of captains with experience in sentinel fisheries.		Met <input type="checkbox"/> Yes <input type="checkbox"/> No
M3	The contractor <b><u>MUST</u></b> demonstrate that it has at least 60 months of experience in project management involving a scientific fisheries protocol for ground fish fisheries. - a description of the Project(s) must be provided, no more than 200 words		Met <input type="checkbox"/> Yes <input type="checkbox"/> No
M4	The Contractor <b><u>MUST</u></b> name a certified observer company that could provide services in the Gulf of St. Lawrence.		Met <input type="checkbox"/> Yes <input type="checkbox"/> No