



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

Bid Receiving/Réception des soumissions

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

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

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title – Sujet Snow Crab Survey Vessel Charter		Date February 11, 2019
Solicitation No. – N° de l'invitation F5211-190027		
Client Reference No. - No. de référence du client F5245-190002		
Solicitation Closes – L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) On / le : March 27, 2019		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements for this project.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003 \(2018-05-22\)](#) 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 Former Public Servant

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 the province or territory where the goods and/or services are to be rendered.**



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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" 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.

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 E for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex E for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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](#) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.



The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.3 Supplementary Contractor Information

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

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

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

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



partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
-
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
-

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

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

Signature

Print Name of Signatory

5.2.3.4 Former Public Servant

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

Definitions

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-



17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

ANNEX A

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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 \(2018-06-21\), 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 May 1, 2019 to April 30, 2020 inclusive

6.4.3 Option to Extend the Contract

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

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



Option periods if exercised will be May 1, 2020 through to April 30, 2021 (12 months), May 1, 2021 through to April 30, 2022 (12 months).

A maximum of 420 stations (including 36 additional “expanded sampling” stations) will be completed each year.

The Project work will take place between approximately August 15 and January 15 annually. Exact dates will be determined by the DFO scientist in-charge. These dates (and the required working days throughout) will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc. The contractor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
 Title: Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: **(name to be provided at contract award)**

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

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

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

6.5.3 Contractor's Representative (name to be provided at contract award)

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



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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

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

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

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) ([2017-08-17](#)) Limitation of Price

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:

- b. 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;
- c. all such documents have been verified by Canada;
- d. 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

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

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

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C \(2018-06-21\)](#), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Charter Vessel Application Form;
- (g) Annex E, Evaluation Criteria
- (h) Annex F, to part 3 – bid solicitation
- (i) Annex G, to part 5 - bid solicitation - federal contractors program for employment equity – certification
- (j) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Procurement Ombudsman

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



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

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

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

6.13 Insurance

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

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

Upon contract award the successful bidder will be required to supply proof of insurance to the contracting authority within ten (10) business days. The contractor may be required to provide proof of insurance upon request at any time throughout the contract period.

6.14 Licensing

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

6.15 SACC Manual Clauses

6.15.1 SACC Manual clause **A9141C (2008-05-12) Vessel Condition**

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26

6.15.2 SACC Manual clause **G5003C (2018-06-21) Marine Liability Insurance**



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Snow Crab Survey Vessel Charter

1.2 Objective

An annual snow crab survey is conducted on the Scotian shelf by Fisheries and Oceans Canada (DFO) for the purposes of stock assessment. The snow crab fishery is one of the most valuable fisheries in Atlantic Canada and the Scotian Shelf component of this fishery is considered to be the most conservatively managed and relies heavily on quality data from this survey to make informed management decisions.

Fisheries and Oceans Canada (DFO) requires the service of a vessel to use as the platform for this research. This vessel will carry a crew complement of at least four members in addition to four scientific personnel (DFO Staff and Contractors) which will be contracted separately. The objective of the contract is the successful completion of all planned stations in the annual snow crab trawl survey, up to a maximum of 420 stations including 36 "expanded sampling" stations on an annual basis.

1.3 Contract Period

On or about May 1, 2019 through to April 30, 2020, with options to renew for two (2) additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be May 1, 2020 through to April 30, 2021 (12 months), May 1, 2021 through to April 30, 2022 (12 months).

A maximum of 420 stations (including 36 additional "expanded sampling" stations) will be completed each year.

The Project work will take place between approximately August 15 and January 15 annually. Exact dates will be determined by the DFO scientist in-charge. These dates (and the required working days throughout) will be contingent on operational considerations of the charter based on such factors as weather, vessel maintenance/ repair requirements, etc. The contractor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually.

1.4 Contract Area of Operation

The work will be conducted throughout the Scotia Shelf in Crab Fishing Areas: N-ENS, 23, 24 and 4X.

The vessel must be willing to berth at various ports along the Atlantic Coast of Nova Scotia for the duration of the project as determined by operational requirements.

1.5 Estimated Value/Level of Effort

An estimated usage is up to 420 survey stations (may be less in a given year based on operational requirements) at an estimated cost range of \$850 - \$1100 (+ HST) per station. The contractor is paid based on number of survey stations completed each year.

A set of up to 36 stations may be required annually with expanded scientific sampling. These "expanded sampling" 36 stations would be paid at one and a quarter (1.25) times the normal station rate as these stations require additional time and effort.



Additionally, the contractor will be paid \$15,000 (+HST) each year to construct 3 trawl nets to DFO blueprint specifications with all required materials being provided by DFO. This contract will be for one year with four (4) additional option years.

1.6 Background, Assumptions and Specific Scope of the Requirement

A snow crab trawl survey of this scope has been completed annually in the Maritimes Region since 2004. Consistency in sampling vessels is essential to ensure consistency of quality (and directly comparable) data being collected.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The project will be considered to be complete annually when all planned survey stations have been completed. Contractor may periodically invoice (example: weekly, bi-weekly or monthly) for survey stations completed incrementally throughout the course of the survey. The payment schedule can be discussed with the project authority upon contract award. The vessel must be willing to berth at various ports in Nova Scotia for the duration of the project work as determined by operational requirements.

This project is not a project defined by milestones. Work will be ongoing throughout the course of the survey until the survey is deemed complete and then the contract is considered to be successfully completed, as defined within this document.

2.3 Technical, Operational and Organizational Environment

N/A

2.4 Method and Source of Acceptance

Work will be deemed acceptable provided all stations are successfully completed according to established protocols and all data recorded within the given time-frame (the success will be determined by the DFO scientist-in charge onboard).

2.5 Project Management Control Procedures

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

Replacement of Specific Individuals

Clause Number :A7017C

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A7017C/2>

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does



not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.6 Change Management Procedures

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

The 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.

2.7 Ownership of Intellectual Property

All data will be the property of the crown without exception. Delivery of goods/services does not lead to the creation of intellectual property.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

Project Authority Name to be provided upon contract award

3.2 DFO Obligations

DFO scientist-in-charge will provide and deliver to the vessel all required fishing gear, materials and electronics required as per this statement of work.

DFO shall provide all fishing gear including trawl doors, and repair materials. Trawl monitoring sensors will be provided by DFO but the vessel is responsible for providing an eSonar trawl monitoring system including hull mounted hydrophone(s) and eSonar DBR receiver.

3.3 Contractor's Obligations

Specifications and Standards

Requirements: Vessel

- Stern otter trawler of steel or fiberglass construction of at least 100 Gross Register Tonnage (GRT) and greater than sixty (60) feet in overall length
- Possess a Home Trade Voyage Class 2 certificate or equivalent allowing travel within 200 nautical miles of the coast.
- Maintain, throughout the contract period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations
- Possess a valid Transport Canada Safety Inspection Certificates (valid for 8 or more persons) for the duration of the contract period:
 - SIC 29 if vessel is less than 150 GRT;
 - SIC 31 if vessel is greater than 150 GRT
- Vessel's winches must be rigged with 3/4 inch warp thickness of at least 475 fathoms length to be capable of towing at depths of 160 fathoms.
- Shall be equipped with DGPS, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Dual Radar, Satellite Telephone and dual OLEX computer systems.



- Shall have a stable 120 Volt AC power supply to run an eSonar trawl monitoring system, computers, and scientific sampling gear such as scales and to be able to plug in a freezer for biological samples if the vessel does not have an available freezer. All exterior plugs must be marine grade plugs.
- Must have at least four bunks for Fisheries and Oceans scientific personnel and contracted at sea observers in addition to the vessel crew's requirements.
- Must have separate, lockable accommodations for a minimum of one (1) scientific staff of opposite gender. This one berth is included in the total requirement of four bunks dedicated to science personnel.
- Must be equipped with a minimum of one (1) hull mounted eSonar hydrophone and DBR receiver
- Must possess a minimum of one (1) toilet and one (1) shower
- Must be equipped with sufficient lighting for safe work on the deck at night
- Must possess or provide prior to project start date, an easily accessed tank on deck to allow identification and sorting of catch in a safe, practical manner. This tank must be able to be dumped overboard to facilitate safe removal of rocks and debris from tank.
- Must possess or (build to suit) prior to project start date an enclosed workspace on deck (wet lab / sampling station) for scientific sampling of catch with adequate space and reasonable access to deck for transfer of specimens.
- Must be equipped with a hauling station allowing the vessel's master to control net deployment with a clear line of site to the net drum and deployed net.
- Must possess an overhead net drum to allow net to be properly inspected for any damage at the completion of each tow.
- Must possess a work station in the wheelhouse for the chief scientist. Space must be provided for three (3) computers and additional electronics. This work station must have permanent seating provided.
- Must provide adequate fuel, food, food storage and fresh water supply for trips of up to eight (8) days duration.
- Must be equipped with an Automatic External Defibrillator (AED).
- Must possess two (2) - 8 man (minimum) inflatable or rigid life rafts.

Requirements: Master and Crew

- The Master of the vessel must possess at least a valid "Fishing Master III" deck certificate.
- The First Mate of the vessel must possess at least a valid "Fishing Master IV" deck certificate.
- Master must have a minimum of three (3) years' experience operating trawl nets.
- Minimum vessel complement during the contract period shall consist of the vessel Master and three (3) crew members.



- For the duration of project, one crew member (other than Captain) must be experienced and capable of interpreting and understanding trawl net blueprints and cutting plans. This individual must be able to cut net sections from raw netting material, construct and repair trawls to original blueprint specifications.
- All crew members are to have valid MED-A1 certificates
- The vessel and crew shall be available for the complete period between August 15th and January 15th (the project work period) without exception.
- During the project work period the vessel and crew must be ready sail upon a six (6) hour notice.

3.4 Language of Work

All work will be carried out in English Speaking Environments.

3.5 Special Requirements

Work will be performed under a Section 52 Science fishing licence accompanied by a Maritimes Region Fisheries Research Notice maintained by the chief scientist on behalf of DFO.

3.7 Insurance Requirements

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

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

Upon contract award the successful bidder will be required to supply proof of insurance.

3.8 Travel and Living

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



ANNEX "B" BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work.

Contract year	Rate per Station (inclusive of all cost)	For an estimated 420 stations	Construction of 3 trawl nets	Total Estimated Cost
	A	B (A x 420)	C	B + C
Initial contract year	\$	\$	\$15,000.00	\$
Option Year 1	\$	\$	\$15,000.00	\$
Option Year 2	\$	\$	\$15,000.00	\$
Total				\$

The inclusion of volumetric data in these pricing schedules does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Pricing and Basis of Payment

The charter shall provide an all-inclusive cost on a “Per Station” basis for: all vessel operating costs including fuel, crew wages, adequate food and fresh water for Fisheries and Oceans Canada (DFO) personnel, contracted at sea observers and the crew, vessel maintenance and repair costs, fuel and oil, and vessel wharf fees for the duration of the contract period.

Additionally, the contractor will be paid \$15,000 (+HST) each year to construct 3 trawl nets to DFO blueprint specifications with all required materials being provided by DFO. This contract will be for one year with three additional option years.

A “Per Station” cost must be submitted for the initial year of contract and each of the subsequent two (2) options years.

Definition: For this RFP a “Station” shall mean the successful completion (to chief scientist’s satisfaction) of one tow (net deployment) at a pre-determined location or three unsuccessful tow attempts at this location.

The number of stations complete each option year will be determined by DFO prior to exercising that option year



ANNEX "C" MARINE LIABILITY INSURANCE

The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

The Protection and Indemnity insurance policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result



in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX “D” 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	
Certifications (list) required minimum MED-A1 Valid First Aid	
Masters Certification	
Experience for the following:	
a. Trawls (years)	
b. Surveys (state surveys)	
c. Invertebrates (state species fished)	
d. Small Mesh Trawls (state nets)	
e. Trawler Vessels (state names of vessels)	
f. NAFO 4Vn (years)	
g. NAFO 4Vs, 4W (years)	
h. Proposed Survey Vessel (years)	
i. Small Trawl Doors (state door type, years)	
j. Ports East of Halifax (state ports berthed)	



3. Vessel Crew

Crew Complement (Same for entire survey or rotating) Set Rotating

Crew Member 1 (required)	
Name	
Address	
Phone	
Certifications (list) required minimum MED-A1 Valid First Aid	
Experience	
a. Operation of trawls (years)	
b. Repair of trawls (years)	
c. Able to interpret trawl blueprints	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Able to cut net sections from blueprint	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Surveys (state surveys)	
f. Invertebrates (state species fished)	
g. Small Mesh Trawls (state nets)	

Crew Member 2 (required)	
Name	
Address	
Phone	
Certifications (list) required minimum MED-A1 Valid First Aid	
Experience	
a. Operation of trawls (years)	
b. Repair of trawls (years)	
c. Able to interpret trawl blueprints	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Able to cut net sections from blueprint	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Surveys (state surveys)	
f. Invertebrates (state species fished)	
g. Small Mesh Trawls (state nets)	



Crew Member 3 (required)			
Name			
Address			
Phone			
Certifications (list) required minimum MED-A1 Valid First Aid			
Experience			
a. Operation of trawls (years)			
b. Repair of trawls (years)			
c. Able to interpret trawl blueprints	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
d. Able to cut net sections from blueprint	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
e. Surveys (state surveys)			
f. Invertebrates (state species fished)			
g. Small Mesh Trawls (state nets)			

Crew Member 4 (optional depending on crew complement)			
Name			
Address			
Phone			
Certifications (list) required minimum MED-A1 Valid First Aid			
Experience			
a. Operation of trawls (years)			
b. Repair of trawls (years)			
c. Able to interpret trawl blueprints	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
d. Able to cut net sections from blueprint	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
e. Surveys (state surveys)			
f. Invertebrates (state species fished)			
g. Small Mesh Trawls (state nets)			

Crew Member 5 (optional depending on crew complement)			
Name			
Address			
Phone			
Certifications (list) required minimum MED-A1 Valid First Aid			
Experience			
a. Operation of trawls (years)			
b. Repair of trawls (years)			
c. Able to interpret trawl blueprints	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
d. Able to cut net sections from blueprint	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
e. Surveys (state surveys)			
f. Invertebrates (state species fished)			
g. Small Mesh Trawls (state nets)			

4. **Description of Vessel:**

Register number	
-----------------	--



Length (feet) minimum 60 ft	
Beam (feet)	
Draft (feet)	
Gross tonnage minimum 100 GRT	
Registered tonnage	
Voyage Class minimum HTV Class 2	
Name and engine type	
Engine horsepower	
Fuel capacity (litres / days, state both)	
Fresh Water Capacity (litres / days, state both)	
Cruising speed (knots)	
Life Rafts (type, #, capacity of each) minimum 2, 8 man rafts	
120 Volt electrical supply (primary)	
120 Volt electrical supply (secondary, if applicable)	
Year constructed	
Construction material	
Vessel Winch (year of construction or last rebuild)	
Winch Warps (size / length) minimum 3/4 inch, 475 Fa	
Freezer vessel additional to fridge (yes/no)	
Berths (total) minimum 8	
Separate Gender Accommodations (yes / no)	
Separate Gender Accommodations (# of bunks) minimum 1	
eSonar Trawl Monitoring System (# of transducers) minimum 1	
Shower(s) (State #) minimum 1	
Toilet(s) (State #) minimum 1	
Automatic External Defibrillator (AED) minimum 1	

Location of Vessel (for inspection): _____
Master must be present at time of Inspection.

5. Date of most recent transport Canada marine safety inspection:

Date _____

(Bidder must also submit a copy of most current safety inspection certificate)

6. Electronics:

Master / Vessel

Minimum Equipment Required	Make	Model and specifications
Depth Sounder(s) minimum 1		
Radar 1 minimum 2		



Radar 2		
GMDSS VHF Radios minimum 1		
DGPS/Plotter minimum 1		
Navigation Software (additional to OLEX)		
Satellite Telephone minimum 1		
Dual OLEX computer system minimum 1		
List Any Additional Equipment You may have below		



Chief Scientist Station

Equipment	Make	Model and specifications
Minimum Equipment required		
Depth sounder(s)		
GPS/Plotter		
Olex minimum 1		
List Any Additional Equipment You may have below		



ANNEX “E” EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. **A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work subsequent to DFO inspection.**

Information provided will be used to assess against both mandatory and rated criteria. The Contractor shall cite specific examples from their work history that will address both components. For the purposes of this proposal, “experience” shall infer that the Captain and/or technical personnel provided by the contractor have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted. **Bids will be evaluated based on the information provided in the proposal including the completed Charter Vessel Application Form.**

A vessel inspection will take place after bid closing of those vessels having met the Mandatory Criteria.

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

BIDDER MUST PROVIDE PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1 Vessel	Stern otter trawler of steel or fiberglass construction of at least 100 Gross Register Tonnage (GRT) and greater than sixty (60) feet in overall length		
M2 Vessel	Vessel must possess a Home Trade Voyage Class 2 certificate, allowing travel within 200 nautical miles of the coast.		
M3 Vessel	Possess a valid Transport Canada Safety Inspection Certificates (valid for 8 or more persons): - SIC 29 if vessel is less than 150 GRT; - SIC 31 if vessel is greater than 150 GRT		
M4 Vessel	The vessel must have separate, lockable accommodations for a minimum of one (1) scientific staff of opposite gender.		
M5 Vessel	Vessel must possess a work station with permanent seating in the wheelhouse for the chief scientist. Space must be provided for three (3) computers and additional electronics		



M6 Vessel	Vessel must possess two (2) - 8 man (minimum) inflatable or rigid life rafts.		
M7 Vessel	The Master of the vessel must possess at least a valid "Fishing Master III" deck certificate.		
M8 Crew	The First Mate of the vessel must possess at least a valid "Fishing Master IV" deck certificate.		
M9 Crew	Master must have a minimum of three (3) years' experience operating trawl nets		
M10 Crew	All crew members are to have valid MED-A1 certificates		



RATED REQUIREMENTS:

Bidders must attain a rating of at least 70% of the maximum possible points in each of the Rated Requirement categories 1 and 2 to be considered compliant. Proposals which fail to attain at least 70% in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.

R.1 Vessel and Certifications (110 points / 77 points minimum)

Bidders should describe and demonstrate:	
A) Cruising speed of vessel	A) (10 points) Less than 8 knots(2 points) More than 8 knots (10 points)
B) Chief Scientist Sampling Station	B) <u>Space</u> (10 points): Adequate (0 points- mandatory minimum) Ample (10 points) <u>Electronics</u> (15 points): Radar (5 points) Olex (10 points) <u>View</u> (10 points) Unable to see winches, net drum, stern (0 points) Limited view (5 points) Unobstructed view (10 points)
C) Electrical Supply	C) Separate redundancy of capacity (15 points)
D) Living Accommodations	D) <u>Bunks</u> (5 points) 8 (0 points- mandatory minimum) 9 or more (5 points) <u>Toilet(s)</u> (10 points) 1 (0 points- mandatory minimum) 2 or more (10 points) <u>Additional Freezer</u> (not on fridge) (5 points) No (0 Points) Yes (5 Points)
E) eSonar Trawl Monitoring System	E) Single Hydrophone (0 points) Dual Hydrophone (30 points)



R.2 Captain and Crew (130 points / 91 points minimum)

<p>Bidders should describe and demonstrate:</p>	
<p>A) Captain</p>	<p>A)</p> <p><u>Otter Trawl Experience as Captain (20 points)</u> 3 years (0 points) 4-5years (10 points) 6 or more years (20 points)</p> <p><u>Experience with Bison Trawl Doors (15 points):</u> None (0 points) 1-2 years (5 points) 3 or more years (15 points)</p> <p><u>Experience in NAFO 4W / 4V (10 points)</u> None (0 points) 1-5 years (5 points) 5 or more years (10 points)</p> <p><u>Operation of Proposed Survey Vessel (15 Points)</u> None (0 points) 1-2 years (5 points) 3 or more years (15 points)</p> <p><u>Docking Experience Ports East of Halifax (10 points)</u> <3 Port (4 points) 3 or more Ports (10 points)</p>
<p>B) Captain and Crew (all experienced-based rated criteria averaged over all individuals)</p>	<p>B)</p> <p><u>Experience with Small Mesh Trawls (20 points)</u> None (0 points) Limited - 1 Type (10 points) Extensive – 2 or more types (20 points)</p> <p><u>Crew Complement (20 Points)</u> Rotating (0 points) Set (20 points)</p> <p><u>Scientific Survey Experience (20 Points)</u> None (0 points) 1-2 Survey (10 points) 3 or more Surveys (20 points)</p>



R3 COST (125 points maximum)

Cost	The lowest cost proposal will be awarded the maximum number of points assigned for cost (125 points) based on proposed per station rate. The points for cost for the remaining proposals will be allocated on a pro-rata basis.
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Total points (R1, R2, R3): 219 minimum point / 365 points maximum

Those not meeting the minimum score of 60% points in each will not be considered further.

BASIS OF SELECTION:

The proposal with the highest combined points will be recommended for contract reward.



ANNEX “F” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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



ANNEX "G" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

(insert if applicable)

Insert the following certification for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult Annex 5.1 of the Supply Manual) (Refer also to Part 5 - Certifications and Additional Information and Part 6 - Resulting Contract Clauses)

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR



- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)