



**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 :



|   |   |   |
|---|---|---|
| <b>Title – Sujet</b><br>Vessel Charter for retrieval of anchor lines with attached temperature probes in the southern Gulf of Saint Lawrence  |   | <b>Date</b><br>July 21, 2019                        |
| <b>Solicitation No. – N° de l'invitation</b><br>F5211-190128A-2   |   |   |
| <b>Client Reference No. - No. de référence du client</b><br>F4765-190004  |   |   |
| <b>Solicitation Closes – L'invitation prend fin</b><br><b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)<br><br><b>On / le :</b> August 8, 2019   |   |   |
| <b>F.O.B. – F.A.B</b><br>Destination  | <b>GST – TPS</b><br>See herein — Voir ci-inclus | <b>Duty – Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services – Destinations des biens et services</b><br>See herein — Voir ci-inclus  |   |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus  |   |   |
| <b>Address Inquiries to – Adresser toute demande de renseignements à</b><br>Kimberly Walker, Senior Contracting Officer<br><b>Email – courriel:</b><br><a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> |   |   |
| <b>Delivery Required – Livraison exigée</b><br>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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## Reissue of Bid Solicitation

**This bid solicitation cancels and supersedes previous bid solicitation number F5211-190128A-1 dated June 12, 2019 with a closing of June 27, 2019 at 2pm Atlantic. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

There is no security requirement applicable to this requirement.

#### 1.2 Statement of Work

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

#### 1.3 Debriefings

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

#### 1.4 Procurement Ombudsman

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



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## **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.

### **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 **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 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.



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## **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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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.



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## **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 Basis of Selection - 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





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## **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.



### 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



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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.

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Signature

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Print Name of Signatory



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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010C \(2018-06-21\), 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

Contract will be in effect from contract award through to January 31, 2020. Project work will take place between July 1<sup>st</sup>, 2019 to December 1<sup>st</sup>, 2019.

### 6.5 Authorities

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

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
AP Coder: (to be provided at contract award)

**6.8.2** 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, Marine Liability Insurance;
- f) Annex D, to part 3 – bid solicitation
- g) Annex E, Charter Vessel Application Form,
- h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 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 - Specific Requirements G1001C

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.





## **6.14 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



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## ANNEX "A" STATEMENT OF WORK

### 1. Scope

#### 1.1. Title

Vessel Charter for retrieval of anchor lines with attached temperature probes in the southern Gulf of Saint Lawrence

#### 1.2. Objective

Request to charter a vessel to retrieve 7 anchor lines with attached temperature probes in the southern Gulf of St. Lawrence (see map below). One line consists of 3 anchors separated by 65 fathoms of rope and 1-2 temperature probes attached to the anchor (see image below). As bottom temperature data are important information for snow crab biological investigations as well as stock assessment, it is primordial to recuperate these lines.

The lines should be retrieved by dragging with a grapnel/chains at the following stations. In case the first attempt is not successful, start to drag in a circular pattern around each stations' positions. The use of grapnel (s), chain, and necessary amount of rope to accomplish the task is required and must be provided by contractor. For every station, the time and position of the retrieved lines must be recorded. If a line is not successfully retrieved, the start and end times of attempted retrieval and area covered (provided by GPS locations) must be recorded. 1 day of work consists of the successful retrieval of 1 line or up to 12 hours (including transit and attempts of retrieval) if line is not retrieved. A maximum of 2 days per station will be allocated. A DFO employee may accompany the contractor when completing part or all of the work. Anchors, rope and temperature probes will be collected by a DFO employee returned to DFO Moncton.

Positions: (\*actual line positions may be different as lines may have moved due to current, storms or vessels/fishing gear accidentally catching lines)

Line 1 (depth: 40 fathoms): Anchor 1: 48 20.122; 64 29.74840; Anchor 2: 48 20.142; 64 29.715; Anchor 3: 48 20.160; 64 29.685

Line 2 (depth: 33 fathoms): Anchor 1: 47 25.728; 63 04.360; Anchor 2: 47 25.710; 63 04.297; Anchor 3: 47 26.691; 63 04.221

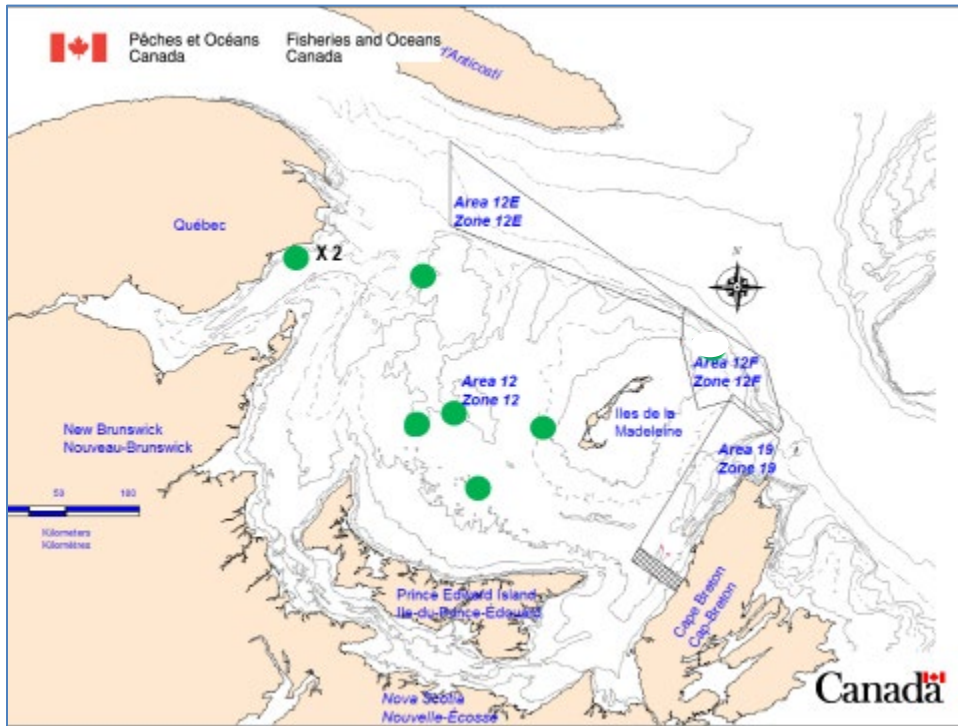
Line 3 (depth: 41 fathoms): Anchor 1: 48 20.140; 64 29.694; Anchor 2: 48 20.100; 64 29.629; Anchor 3: 48 20.066; 64 29.569

Line 4 (depth: 49.9 fathoms): Anchor 1: 48 13.3134N; 63 25.7053W; Anchor 3: 48 13.3042N; 63 25.5336W

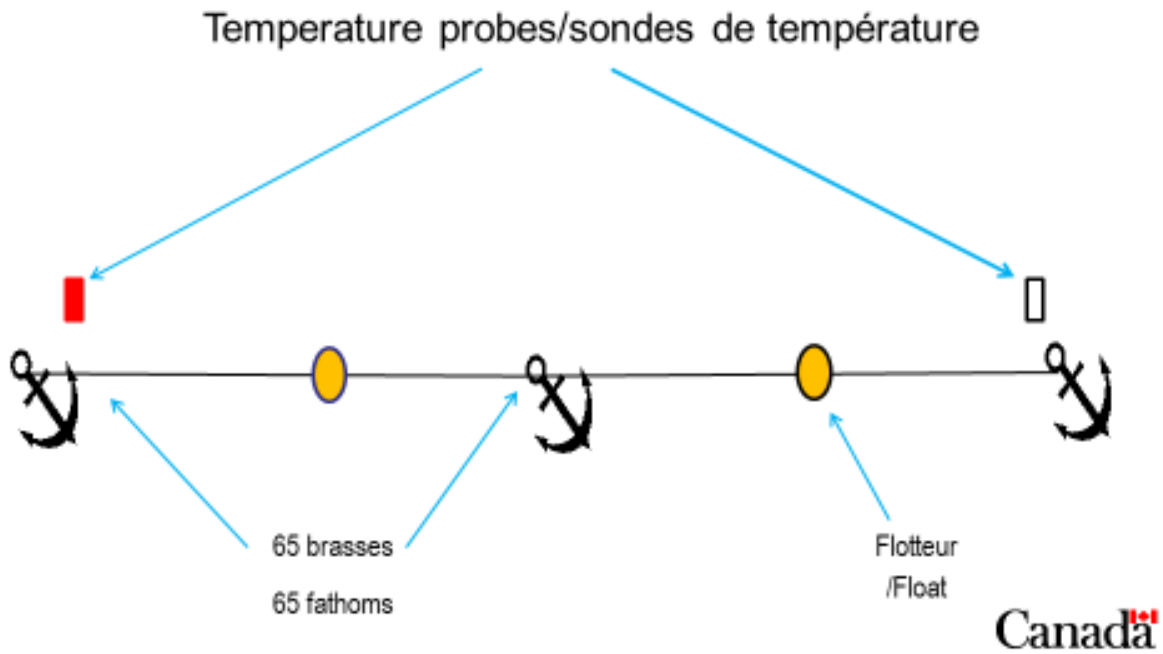
Line 5 (depth: 35.1 fathoms): Anchor 1: 47 19.097N; 63 33.508W; Anchor 2: 47 19.098N; 63 33.448W; Anchor 3: 47 19.103N; 63 33.378W

Line 6 (depth: 41 fathoms): Anchor 1: 47 20.43'; 62 35.94'; Anchor 2: 47 20.39'; 62 35.94'; Anchor 3: 47 20.35'; 62 35.95'

Line 7 (depth: 34.5 fathoms): Anchor 1: 46 53.62; 62 37.69; Anchor 2: 46 53.63; 62 37.72; Anchor 3: 46 53.66; 62 37.78



Approximate locations of the anchor lines. (NB- Station near Gaspé has 2 lines immersed)



Anchor line with temperature probes.



### **1.3 Contract Period**

Contract will be in effect from contract award through to January 31, 2020. Project work will take place between July 1<sup>st</sup>, 2019 to December 1<sup>st</sup>, 2019

### **1.4 Contract Area of Operation**

The work will be conducted at 7 stations in the southern Gulf of Saint Lawrence (see attached map showing approximate sampling stations).

## **2. Requirements**

Fisheries and Oceans Canada requires of the Contractor to provide the following:

- Retrieval and collection of anchor lines with temperature probes at 7 stations in the southern Gulf of Saint Lawrence.
- The retrieval of lines will be done using grapnels, chains (for weight) and required size and amount of rope for each station and will be provided by the contractor.
- The work at each station will only be considered complete when the anchor line is retrieved at a given station or if attempts are made to retrieve a line at one station for up to 2 days. One day consists of 12 hours (including transit time to and from the station) of circling around the area of the anchor line positions.
- At-sea activities include recording of time, position and depth of retrieval location. The line (including anchors, rope temperature probe) must be collected and returned at wharf and transferred to a DFO employee. The transport of the equipment line from the wharf to DFO Moncton is provided by DFO.
- If line is not successfully retrieved (i.e. line is not able to be relocated), recording of times, positions, depth and area covered is required.

### **2.1 Contractor's Obligations: Vessel Requirements**

Ensure that the vessel is seaworthy, the main engine, equipment and fishing gear are in good operating condition.

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

The contractor must also provide a copy of the most recent boat inspection certificate.

The vessel must measure at least 55' long but no more than 65'.

The vessel must be equipped with a VHF radio and a CB radio in good operating condition and approved by Transport Canada, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone (for security reasons).

The vessel must possess one (1) - 8 man (minimum) inflatable or rigid life rafts.



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## 2.2 Contractor's Obligations: Master and Crew

A captain and at least two (2) qualified and experienced crew members will be required during the study. Up to two (2) DFO scientific personnel may be onboard during one (1) or more retrieval attempts.

The Master of the vessel must possess at least a "Fishing Master II" deck certificate.

The captain should have significant experience (at least 5 years) in offshore commercial fishing in the southern Gulf of St. Lawrence.

The captain should have experience (more than 5 years' experience) in steering and operating a vessel and be familiar with various ports of the area under study in the southern Gulf of St. Lawrence.

The captain should have a good knowledge (minimum 5 years' experience), of the fishing grounds, current conditions and bottom types of the southern Gulf of St. Lawrence.

The first mate of the vessel must possess at least a "Fishing Master IV" deck certificate.

### The Contractor must:

- a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents.
- b. Ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
- c. Ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
- d. Ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.

- No commercial fishing activities shall be conducted during the period set aside for the study.

## 2.3 Language of Work

All work will be carried out in French or English speaking environments

## 2.4 Travel and Living

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



**ANNEX "B" BASIS OF PAYMENT**

**Vessel Name:** \_\_\_\_\_

The Contractor must provide an all-inclusive rate for an estimate of up to 14 "At-Sea Days" for any day (or portion thereof) spent at sea. No additional charges for travel, meals or living accommodations will be accepted by the Crown.

Price per station or per day (up to 2 days/work per station for a total of 14 days; 1 day = maximum of 12 hours including transit to and from station).

The submissions must include all the functioning and operating costs of the vessel (food for the corresponding number of crew (at least 2) and maximum of two (2) DFO science representatives, vessel maintenance and fuel.

| <b>Project work will take place between July 1st, 2019 to December 1st, 2019</b> |                                     |  |
|--|-------------------------------------|--|
| <b>All-inclusive At-Sea Day rate (a)</b>   | <b>Estimated Number of Days (b)</b> | <b>All-Inclusive Total Price (c) = (a) x (b)</b> |
| \$ _____   | 14                                  | \$ _____   |
| <b>Applicable Taxes:</b>   |                                     | \$ _____   |
| <b>All-Inclusive Total Price :</b>   |                                     | \$ _____   |

**METHOD OF PAYMENT:**

Payment will be made in two (2) installments: 1) upon submission of invoice and after the completion of 4 stations or 7 days of work and until the completion of the last 4 stations or 7 days of work (maximum total stations: 7; maximum total work days: 14).



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## 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



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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.





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**ANNEX “D” 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 E - CHARTER VESSEL APPLICATION FORM**

The marine vessel \_\_\_\_\_ CFV # \_\_\_\_\_, is hereby offered for charter by the undersigned upon terms and conditions as indicated within Statement of Work and below:

1. Owner (s)

| Name (s) | Address | Phone |
|----------|---------|-------|
|          |         |       |
|          |         |       |

2. Captain

|   |  |
|---|--|
| Name  |  |
| Address   |  |
| Phone   |  |
| MED Certifications (list)                                     |  |
| Masters Certification   |  |
| Experience for the following :                                |  |
| a) Commercially fished species (state species fished)         |  |
| b) Fishing area in the southern Gulf of Saint Lawrence (sGSL) |  |
| c) Proposed Survey Vessel                                     |  |

Location of Vessel (for inspection) : \_\_\_\_\_

\* Captain must be present at time of inspection by DFO Science

3. DATE OF THE MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION: (DATE)

\_\_\_\_\_

**THE BIDDER MUST ALSO SUBMIT A COPY OF THE MOST CURRENT SAFETY INSPECTION CERTIFICATE**



4. Vessel Crew

Crew Complement (same for entire survey or rotating) Set \_\_\_\_\_ Rotating \_\_\_\_\_

|  |  |
|--|--|
| Crew member 1(required)                            |  |
| Name   |  |
| Address  |  |
| Phone  |  |
| MED Certifications (list, if applicable)           |  |
| Commercially fished species (state fished species) |  |

|  |  |
|--|--|
| Crew member 2 (required)                           |  |
| Name   |  |
| Address  |  |
| Phone  |  |
| MED Certifications (list, if applicable)           |  |
| Commercially fished species (state fished species) |  |

|  |  |
|--|--|
| Crew member 3 (required if rotating)               |  |
| Name   |  |
| Address  |  |
| Phone  |  |
| MED Certifications (list, if applicable)           |  |
| Commercially fished species (state fished species) |  |

|  |  |
|--|--|
| Crew member 4 (required if rotating)     |  |
| Name                                     |  |
| Address                                  |  |
| Phone                                    |  |
| MED Certifications (list, if applicable) |  |



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|  |  |
|--|--|
| Commercially fished species (state fished species) |  |
|--|--|

5. Description of Vessel

|  |  |
|--|--|
| Registration number                            |  |
| Length (feet)                                  |  |
| Beam (feet)                                    |  |
| Draft (feet)                                   |  |
| Gross tonnage                                  |  |
| Registered tonnage                             |  |
| Voyage class                                   |  |
| 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)         |  |
| Year constructed                               |  |
| Construction material                          |  |
| Shower (s) (state #)                           |  |
| Toilet (s) (state #)                           |  |



6. Master/Vessel

| Equipment                                   | Make | Model et specifications |
|---|------|-------------------------|
| Depth Sounder (s)                           |      |                         |
| Radar 1                                     |      |                         |
| Radar 2                                     |      |                         |
| VHF Radios                                  |      |                         |
| DGPS/plotter                                |      |                         |
| Navigation Software<br>(additional to Olex) |      |                         |
| Satellite telephone                         |      |                         |
| Computer system                             |      |                         |
| Others                                      |      |                         |



**ANNEX “F” – EVALUATION CRITERIA**

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

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, the completed Charter Vessel Application Form, and any necessary inspections.

All Bidders meeting the mandatory criteria will be notified of their ranking and a vessel inspection will be scheduled with the successful bidder after bid closing. If the 1<sup>st</sup> placed bidder does not pass the inspection the Contracting Authority will contact the 2<sup>nd</sup> ranked bidder to schedule an inspection and so on.

The proposal should contain a statement of the name under which the Charter is legally incorporated and a statement of the Canadian or foreign ownership of the firm, if applicable.

**MANDATORY REQUIREMENTS TO BE SUBMITTED WITH YOUR BID:**

**Your tender submission MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your tender submission.**

| <b>Minimum requirements regarding skipper, crew and samplers:</b> |   |            |           |
|---|---|------------|-----------|
|   | <b>MANDATORY REQUIREMENTS</b>   | <b>YES</b> | <b>NO</b> |
| <b>M1</b>   | The proposed vessel must have a home port in the southern Gulf of St. Lawrence areas (Gulf Region). (specify the home port)   |            |           |
| <b>M2</b>   | The proposed captain must have a least 5 years’ experience in offshore commercial fishing in the southern Gulf of St. Lawrence in different fishing grounds, current conditions and bottom types. (proof required – project descriptions required)                                |            |           |
| <b>M3</b>   | The first mate of the vessel must possess at least a “Fishing Master IV” deck certificate<br>Satisfy the requirements (proof required – copy of certificate)  |            |           |
| <b>M4</b>   | The vessel must be of total length between 55’ and 65’.<br>Satisfy the requirements   |            |           |
| <b>M5</b>   | The vessel must be equipped with a VHF radio and a CB radio in good operating condition and approved by Transport Canada, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone (for security reasons) |            |           |



|           |   |  |  |
|-----------|---|--|--|
| <b>M6</b> | The vessel must have at least one (1) bathroom.<br>Satisfy the requirements |  |  |
|-----------|---|--|--|

**RATED CRITERIA**

**Vessels that meet all mandatory requirements in the proposal will be evaluated by the following rated requirements:**

1. The captain in charge of the chartered vessel should have a minimum of one years' experience as captain (5 points for the first year experience and one additional point for every additional year up to a maximum of 10 points).
2. The captain should have at least 5 years' experience as captain in offshore commercial fishing. (5 points for the first 5 years' experience and one additional point for every additional year up to a maximum of 10 points).

**BASIS OF SELECTION:**

Bidders who meet all of the Mandatory Criteria will be ranked from highest combined points to lowest combined points. The bidder with the highest combined points not exceeding the stipulated maximum budget shall be selected and awarded the contract.