



**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 Herring Acoustic Survey		Date 27 September 2019
Solicitation No. – N° de l'invitation F5211-190355		
Client Reference No. - No. de référence du client F6086-190022		
Solicitation Closes – L'invitation prend fin At / à : 14:00 Atlantic Daylight Time On / le : 11 October 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 Jamey Guerrero, Senior Contracting Officer 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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS3

1.4 TRADE AGREEMENTS3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 SUBMISSION OF BIDS.....4

2.3 ENQUIRIES - BID SOLICITATION.....4

2.4 APPLICABLE LAWS.....4

PART 3 - BID PREPARATION INSTRUCTIONS..... 5

3.1 BID PREPARATION INSTRUCTIONS5

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....9

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 10

5.1 CERTIFICATIONS REQUIRED WITH THE BID10

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION10

PART 6 - RESULTING CONTRACT CLAUSES 14

6.1 SECURITY REQUIREMENTS14

6.2 STATEMENT OF WORK.....14

6.3 STANDARD CLAUSES AND CONDITIONS.....14

6.4 TERM OF CONTRACT14

6.5 AUTHORITIES14

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS15

6.7 PAYMENT15

6.8 INVOICING INSTRUCTIONS16

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....17

6.10 APPLICABLE LAWS.....17

6.11 PRIORITY OF DOCUMENTS17

6.12 PROCUREMENT OMBUDSMAN17

6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06).....17

6.14 SACC MANUAL CLAUSES.....18

ANNEX “A” STATEMENT OF WORK..... 19

ANNEX “B” VESSEL APPLICATION FORM 23

ANNEX “C” MARINE LIABILITY INSURANCE..... 26



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 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 Canadian Free Trade Agreement (CFTA).



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](#) (2019-03-04) 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

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.

Section I: Technical Bid

Bidders must complete and submit Annex "B" Vessel Application Form as their Technical Bid

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 – Pricing Schedule

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Section 5.2.4.3 Electronic Payment Instruments, to identify which ones are accepted.

If Section 5.2.4.3 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.



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate for each of the resource categories identified.

Definition of a Sea-Day/Proration

A “Sea Day” is defined as 12 hours at sea within any 24 hour period, including steam time to get to potential sampling locations, scientific activities, and return to port. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 12 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

The inclusion of volumetric data in this document 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.

Contract Period – Date of Contract award to December 15, 2019

No.	Description:	Firm Daily Rate (A)	Estimated Quantity (B)	Extended Total (C) = A x B
1	All-inclusive Vessel Charter Fees – Fishing Days	\$_____	30	\$_____
			Subtotal	\$_____
			HST	\$_____
EVALUATED PRICE				\$_____



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

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.

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

For the purpose of evaluation, one (1) year is defined as twelve (12) cumulative months.

No.	MANDATORY VESSEL CRITERIA	MET (Yes/No)
VM1	The Bidder must submit a copy of the ship's plan and layout. The plan must highlight: <ul style="list-style-type: none"> - Locations of accommodations for two DFO staff members and suitability to accommodate both genders; - Locations of shower and toilet facilities; - Smoke detector locations; - Designated outdoor smoking area outside of DFO staff accommodations; - Designated storage area for DFO equipment; - 120 VAC, 15 amp circuits/plugs that can be made available to DFO for continuous use (24 hours) 	
VM2	The Bidder must submit: <ul style="list-style-type: none"> - Most recent safety inspection certificate; - Transport Canada Vessel Registration - Safe Manning Document; - Proof of Workers Compensation Registration - Vessel Insurance Certificate 	
VM3	The vessel must be capable of conducting continuous fishing activities for 12 hours per day.	
VM4	The vessel must have potable fresh water, fuel, and provisioning endurance for up to five days	
VM5	The vessel must be a minimum length of 55 feet and maximum length of 75 feet (LOA)	
VM6	The vessel must have sufficient power to maintain a cruising speed of 10 knots under reasonable weather conditions.	
No.	MANDATORY EQUIPMENT REQUIREMENT	



EM1	The vessel must have a diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for Science staff instrumentation via three dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular ship operations.	
EM2	The vessel must have two (2) operational radars	
EM3	The vessel must have one Differential Global Positioning System (DGPS) receiver with video screen and an RS-232 data output port that provides standard NMEA GLL, ZDA, VTG, and GGA sentences, with a spare DGPS.	
EM4	The vessel must have one sonar capable of locating pelagic fish, with a spare monitor and sonar dome.	
EM5	The vessel must have one computerized electronic plotting system that is interfaced to the DGPS unit complete with charts of the bay being surveyed.	
EM6	The vessel must have enough space (approximately 2 square feet) to accommodate a laptop computer or large computer monitor on the bridge in order to temporarily install additional navigation equipment displays for the period of the operation.	
EM7	The vessel must have or be willing to install a stabilizer or davit of adequate size (minimum of 4 feet extension from the side of the vessel) to deploy and tow the acoustic equipment.	
No.	MANDATORY ACCOMMODATIONS AND STORAGE CRITERIA	
AM1	The vessel must accommodate two DFO staff (either male and/or female).	
AM2	The vessel must have a minimum of one (1) shower and one (1) toilet in a private area.	
AM3	The vessel must have smoke detectors installed	
AM4	The vessel may have a designated smoking area. That area must not be within the immediate area of DFO's staff's accommodations.	
AM5	The vessel must have a storage area with the following criteria: <ul style="list-style-type: none"> - Is at least 5m² in a single area for storing scientific equipment, packing boxes, spares, etc. - Have 3 dedicated 120 VAC, 60 HZ, 15 amp circuits/plugs available for continually powering the scientific equipment (24 hours a day). The circuit must run directly from the generator/switchboard to a duplex receptacle located in the work area and the circuit must have its own fuse or breaker. - Have access to the deck for running cables to the CTD unit. - Must be protected from weather 	
AM6	The vessel must be capable of sustained operations at sea with adequate stores and storage for fluids, including lubrication oil, waste oils, grey and black water, etc.	
No.	MANDATORY CREW CRITERIA	
CM1	The Captain and officers must be duly certified in compliance with the Safe Manning Document. A copy of each crew member's certificates must be submitted.	
CM2	The Captain must have landed Atlantic herring using a purse seine in at least three of the last five years (2015-2019).	
No.	GEAR REQUIREMENTS	



GM1	A commercial capelin seine and commercial herring purse seine and all accessories must be available on board. Accessories include: power block, tow-off skiff of sufficient size and power to handle the seine.	
GM2	The fishing deck must be illuminated for work during hours of darkness.	
GM3	A deck hose and wash down pump must be available.	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

Failure to provide this certification completed with the bid will render the bid non-responsive.

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 \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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



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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

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

5.2.4.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

5.2.4.3 Electronic Payment Instruments

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

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

5.2.4.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.2.4.5 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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 date of Contract to December 15, 2019 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jamey Guerrero
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6

Telephone: 506-461-8547
Facsimile: 506-452-3676
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 *(to be filled in at Contract award)*

The Project Authority for the Contract is:



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

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

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

6.5.3 Contractor's Representative *(to be filled in at Contract award)*

The Contractor's Representative for the Contract is:

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 *(to be filled in at Contract award)*

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Description	Firm Daily Rate
All-inclusive Vessel Charter Fees	\$_____

Total Estimated Cost: \$_____

6.7.1.1 Standby Days

The Contractor will be able to charge for days when weather conditions do not permit fishing and days used for vessel set-up at 50% of the Firm Daily Rate.

Standby time which is more or less than a day must be prorated to reflect the actual time in accordance to the following formula:



Hours of Lay Time X 50% of firm all-inclusive per diem rate
12 hours

6.7.2 Limitation of Expenditure

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

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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



Email: DFO.invoicing-facturation.MPO@canada.ca
CC: _____ (to be filled in at Contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Vessel Application Form;
- (e) Annex C, Marine Liability Insurance;
- (f) the Contractor's bid dated _____ (to be filled in at time of Contract award)

6.12 Procurement Ombudsman

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

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

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

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

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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



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

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

6.14 SACC Manual Clauses

SACC Manual clause [A8501C](#) (2014-06-26), Vessel Charter
SACC Manual clause [A9141C](#) (2008-05-12), Vessel Condition



ANNEX "A" STATEMENT OF WORK

Title: Herring Acoustic Survey

Background

Fisheries and Oceans Canada (DFO) will be chartering a fishing vessel to conduct an acoustic herring survey which will include obtaining samples using a commercial capelin and/or herring seine in Bonavista Bay-Trinity Bay during fall 2019.

DFO intends to complete annual herring acoustic surveys in both fall and winter for the next several years. Following the fall 2019 survey the next survey planned is for winter 2020 in Fortune Bay. Herring acoustic surveys were conducted in the past for Newfoundland and Labrador (NL) herring stocks to obtain acoustic biomass estimates (1982-2000) which were used in population models for assessments – the surveys were discontinued due to program reductions. Without these surveys it has not been possible to implement any quantitative model for these stocks to estimate biomass/total abundance or provide advice on the impacts of removals. Instead assessments are based on a relative index of abundance from a gillnet program that provides population trends and biological data in 2 of 5 stock areas. The assessment is considered to be extremely data poor. Acoustic survey results would aid in the development of quantitative stock assessment models for herring.

Objective:

The objective of this project is to conduct a herring acoustic survey to obtain acoustic biomass estimates to be used in stock assessments.

Scope of Work:

The survey will involve steaming along predetermined inshore transect lines while towing a scientific ecosounder to search for schools of herring in fall 2019 in Bonavista Bay-Trinity Bay, Newfoundland. If herring are found, samples will be obtained using a purse seine and frozen onboard in freezers provided by DFO.

One to two full work days prior to the start of the survey will be required to install and test the deployment of the acoustic equipment aboard the vessel, during which time some transects/test tows may be made near shore.

Prior to first survey day one or two DFO technicians will meet the vessel at a predetermined location. The Department will conduct a survey of the vessel including inspections of all fishing gear, machinery, electrical and electronic systems, accommodations and any related equipment. Equipment and/or conditions deemed unsatisfactory must be rectified by owner prior to commencement of the survey. The survey will be conducted between October 1 to December 15, 2019 for 30 consecutive days. DFO technicians will be onboard the vessel to conduct the survey. The survey will be considered completed once all planned transects have been surveyed or the maximum number of sampling/fishing days has been reached.

The Contractor will provide a crew that will operate the seine and assist DFO Science technician(s) as needed with sample/data collection and deployment of scientific equipment
Found below are the Vessel and Crew Requirements:

Vessel Requirements:

1. The vessel must be registered in Canada and have a Safe Manning Document as per Transport Canada requirements. Proof of appropriate Workers Compensation and vessel insurance must



be provided.

2. Operations will be conducted from near shore within each bay (approximately 10 miles distance).
3. The vessel is to be capable of conducting fishing activities 12 hours per day.
4. The vessel is to have potable fresh water, fuel and provisioning endurance for up to 5 days.
5. The vessel is to meet all Government safety and insurance regulations for a vessel of its type, size and complement of crew and scientific staff, including life boat, life jackets, life preservers and a first aid kit.
6. The vessel will be a minimum length of 55 feet and a maximum length of 75 feet (LOA) and have sufficient power to maintain a cruising speed of 10 knots under reasonable weather conditions.
7. The vessel shall also be capable of operating at low power and speed (2 knots) for extended periods.

Equipment Requirements:

The vessel shall be equipped in fully serviceable condition, including:

1. A diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for Science staff instrumentation (e.g. acoustic equipment, computer, freezers) via three dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular fishing/sailing operations.
2. Two operational radars.
3. A Differential Global Positioning System (DGPS) receiver with video screen and an RS-232 data output port that provides standard NMEA GLL, ZDA, VTG and GGA sentences, with a spare DGPS.
4. One sonar capable of locating pelagic fish, with a spare monitor and sonar dome.
5. One computerized electronic plotting system that is interfaced to the DGPS unit, complete with charts of the bay being surveyed.
6. The temporary installation of additional navigation equipment displays on the bridge for the period of operation. The cost of such installation and removal will be borne by DFO.
7. Communication facilities in accordance with all current Canadian regulations applicable to the vessel(s) of its class and size.
8. A stabilizer or davit of adequate size (min 4 feet extension) must be available/installed to deploy and tow the acoustic equipment off the side of the vessel.
9. With the exemption of Item 6 above, the owner shall provide and maintain this equipment in fully serviceable condition to DFO satisfaction, throughout the contract period.

Accommodations and Storage Requirements



1. Accommodations shall be provided for two scientific staff (male or female). The owner is required to identify these accommodations on the ship's plans, including illustrating its suitability for the carriage of both genders.
2. A minimum of one shower and toilet are to be provided in private area. Hot water is to be provided in sufficient quantity.
3. Smoke detectors shall be installed at strategic locations.
4. Three meals a day are required.
5. Accommodations are to be of a high degree of cleanliness.
6. Smoking will be allowed only in a designated location aboard the vessel and not in the area where scientific staff sleep.
7. Storage space (approximately 5m²) shall be provided for storing scientific equipment, packing boxes, spares, etc. and shall be accessible while at sea. Three dedicated 120 VAC, 60 HZ, 15 Amp circuits/plugs must be made available for continually powering (i.e. 24 hours per day) this scientific equipment. The circuit must run directly from the generator/switchboard to a duplex receptacle located in the work area and the circuit must have its own fuse or breaker. This space would also include space for an oceanographic computer. It must have access to the deck for running cables to the CTD unit. Space must be protected from weather.
8. The vessel shall be capable of sustained operations at sea and therefore, is to have adequate stores and storage for fluids, including lubricating oil, waste oils, grey and black water, etc.

Crew Requirements:

1. The owner will provide the crew. The Master and officers shall be duly certified in compliance with the Safe Manning Document.
2. The crew will consist of enough deck crew to operate the seine and other various gears required.

Fishing Gear Requirements:

1. A commercial capelin seine will be available as the primary fishing gear. A commercial herring purse seine must also be available.
2. All necessary purse seine accessories and equipment, including a power block and a tow-off skiff of sufficient size and power to handle the seine, must be available.
3. The fishing deck must be well illuminated for work to be safely conducted during hours of darkness.
4. An adequate deck hose and wash down pump must be available.



5. Vessel crew will be responsible for timely repair and replacement of gear should damage occur. All gear must be in good condition prior to the beginning of the survey.

Tasks

- The vessel will survey fish away from the wharf when weather and conditions permit, until the survey is complete.
- Seining for pelagic species using a capelin and/or a herring seine, at a minimum of 5 locations.
- Follow a pre-determined course of parallel lines perpendicular to the coastline each from depths of 8-120 m
- Deployment of a CTD (conductivity, temperature, and depth instrument).
- Preservation of frozen samples (freezers provided by DFO).
- Responsible for all operating costs (i.e. fuel and food, etc.) necessary to fulfil all of the requirements of this agreement.
- Daily surveying/fishing cruises will be completed on a 12-hour per day basis.
- Will provide 3 days notice if the project is to be cancelled.
- After biological sampling requirements are met, all fish caught that are not taken as samples are to be released back into the ocean.

Departmental Support

DFO will:

- Provide a list of transects with associated latitude and longitude coordinates
- Two commercial 11 cubic foot freezers (-20 C) shall be installed for exclusive use of the DFO. Freezers are to be provided by DFO;
- Collect oceanographic data using a CTD (DFO technician)
- Collect samples (herring) caught (DFO technician)
- Installation/removal of navigation equipment will be completed by DFO technician
- Obtain an Experimental license and a Species at Risk permit



ANNEX "B"
VESSEL APPLICATION FORM

The M.V. _____ is hereby offered for services, by the undersigned, and on the date of signature by the owner(s), is equipped as listed and described below:

1. Owner(s)

Name(s)	Address	Phone

2. Captain

Name		
Address		
Phone		
Vessel Operation Experience (within the past 10 years)		
1	Name of Vessel	
	Vessel Description (ie. Vessel size, minimum accessible depth,) – a copy of vessel plans showing available deck/storage space and passenger accommodations must be provided	
	Role when operating the vessel	
	Years of Experience Operating this vessel	
Description of Experience (ie. Location of where vessel was operating; Recent commercial Atlantic herring purse seine landings (approximate tonnes 2015-2019); Time of year working in the location; Port of operation including government and/or private wharves and launches;)		

*If more space is required, you may submit a separate sheet with all the information.

3. Description of Vessel:

Register number	
Length (feet)	
Beam (feet)	
Draft (feet)	



Capacity	
Name and engine type	
Engine horsepower	
Fuel capacity (litres / days, state both)	
Vessel is capable of operating at low power and speed (2 knots) for extended periods (yes/no)	
Cruising speed (knots)	
Usable Fishing Deck (yes/no)	
If there is a usable fishing deck, it is illuminated to allow for work in the dark? (yes/no)	
120 Volt electrical supply (yes/no), if yes, provide quantity available for DFO's continuous use, voltage and amps.	
Does the vessel have sufficient power to maintain a cruising speed of 10 knots under reasonable weather conditions? (yes/no)	
Reasonable weather conditions is defined as: Light to moderate winds up to 25 knots and swells up to 2 metres.	
Year constructed	
Generator type/size/location on vessel	
Potable Water capacity (litres/days, state both)	
Minimum depth the vessel can operate (in feet)	
Capacity for food provisioning (days)	
Fishing capacity per day (continuous hours)	
Fishing equipment (capelin seine, herring seine, tow off skiff, deck hose, lighting, etc.)	
Vessel is equipped with stabilizers (yes/no) and/or a davit can be installed (minimum 4 feet extension from the side of vessel)	
Separate Gender Accommodations (yes/no)	
Number of Shower(s) (State quantity)	
Number of Toilet(s) (State quantity)	
Adequate storage space? (yes/no) If yes, how much space? Minimum 5m ²	
Deck hose with wash down pump (yes/no)	
Adequate space to install computer/monitor in wheelhouse? Minimum 2 square feet. (yes/no)	

4. Date of most recent Transport Canada Inspection

Date: _____

**Bidder must also submit a copy of the most current safety inspection certificate.

5. Electronics:

Master / Vessel

Minimum Equipment Required	Make	Model and specifications
Operational sonar and spare monitor and sonar dome		
DGPS and RS-232 data output port that provides standard NMEA GLL, ZDA, VTG, and GGA sentences		



DGPS and RS-232 data output port that provides standard NMEA GLL, ZDA, VTG, and GGA sentences (Spare)		
DSC marine VHF Radio		
Electronic plotting system (connected to DGPS)		
Operational radar No,1		
Operational radar No. 2		
List Any Additional Equipment You may have below		



ANNEX "C" MARINE LIABILITY INSURANCE

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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



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