



**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> Sentinal Survey Longline Gear Project #4 – Gulf Magdalene Islands		<b>Date</b> May 12th, 2020
<b>Solicitation No. – N° de l'invitation</b> F5211-200085		
<b>Client Reference No. - No. de référence du client</b> F4751-200004		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) <b>On / le :</b> May 27th, 2020		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Grace Bowness <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 SECURITY REQUIREMENTS .....4

1.2 STATEMENT OF WORK.....4

1.3 DEBRIEFINGS .....4

1.4 TRADE AGREEMENTS .....4

1.5 PROCUREMENT OMBUDSMAN .....4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....5

2.2 SUBMISSION OF BIDS.....5

2.3 ENQUIRIES - BID SOLICITATION.....5

2.4 APPLICABLE LAWS.....5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 6**

3.1 BID PREPARATION INSTRUCTIONS .....6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....7

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 8**

5.1 CERTIFICATIONS REQUIRED WITH THE BID .....8

**PART 6 - RESULTING CONTRACT CLAUSES ..... 12**

6.1 SECURITY REQUIREMENTS .....12

6.2 STATEMENT OF WORK.....12

6.3 STANDARD CLAUSES AND CONDITIONS.....12

6.4 TERM OF CONTRACT .....12

6.5 AUTHORITIES .....13

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....14

6.7 PAYMENT .....14

6.8 INVOICING INSTRUCTIONS .....15

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....15

6.10 APPLICABLE LAWS.....15

6.11 PRIORITY OF DOCUMENTS .....15

6.12 PROCUREMENT OMBUDSMAN .....15

6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06).....16

6.14 VESSEL CONDITION A9141C (2008-05-12) .....16

**ANNEX "A" – STATEMENT OF WORK..... 17**

*Sentinel Survey – Longline Gear – Gulf Magdalene Islands (Project # 4).....17*

**ANNEX "B" – BASIS OF PAYMENT ..... 26**

**ANNEX "C" – INSURANCE CONDITIONS..... 27**

**ANNEX "D" – ADDITIONAL VESSEL CONTRACT CONDITIONS..... 29**

**ANNEX "E" – VESSEL INFORMATION SHEET ..... 31**

**ANNEX "F" – MANDATORY EQUIPMENT ..... 32**

**ANNEX "G" – MANDATORY CRITERIA ..... 33**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

### **1.5 Procurement Ombudsman**

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



---

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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 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 New Brunswick.

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)

**Section IV:      Additional Information** (one soft copy in PDF format)

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

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

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

**Section I:        Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II:       Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**Section III:      Certifications**

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



---

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

See Annex "G" for details.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The maximum funding available for the Contract resulting from the bid solicitation is \$38,400.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

The maximum funding available, excluding taxes, is the following:

- Firm contract period is \$38,400.00
- Option Year 1 is \$39,680.00
- Option Year 2 is \$40,320.00

### **4.2 Basis of Selection**

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

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

In the event of a tie, the Bidder with the most experience in the groundfish fishery or in the sentinel surveys (M2), managing project(s) of similar size and scope (M3), and in the Atlantic Cod Fishery (fixed or mobile gear) (M7) will be awarded the 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 Contractor's Representative

The Contractor's Representative for the Contract is:

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



### 5.1.3 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:

\_\_\_\_\_

### 5.1.4 Electronic Payment of Invoices – Contract

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

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

### 5.1.5 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 majority 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.

h.

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.

---

Signature

## 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.

**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**

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 May 31, 2021 inclusive.

#### **6.4.2 Option to Extend the Contract**

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

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



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Grace Bowness  
Title: Contracting Officer  
Organization: Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB, E3C2M6  
Telephone: 506 429 6269  
Facsimile: 506 452 3676  
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 (To be named at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Directorate: \_\_\_\_\_  
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 named at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Directorate: \_\_\_\_\_  
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 The Contractor will be paid in accordance with Annex “B” – Basis of Payment

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

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

### 6.7.3 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](mailto:DFO.invoicing-facturation.MPO@canada.ca)

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

Each Invoice must have the following:

Indicate the **Contract Number**: F5211-200085

Indicate the name of the **Project Authority**: To be named at contract award

Indicate the name of the **AP Code**: To be named at contract award

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

## 6.10 Applicable Laws

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

## 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) 2010C (2018-06-21), General Conditions: Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date at contract award*)

## 6.12 Procurement Ombudsman

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

**6.12.2** The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,300.00 for Goods and under \$101,100.00 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 (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 Vessel Condition A9141C (2008-05-12)**

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.



---

## ANNEX "A" – STATEMENT OF WORK

### 1. Scope

#### 1.1. Title

Sentinel Survey – Longline Gear – Gulf Magdalene Islands (Project # 4)

#### 1.2. Introduction

With the closure of the Atlantic Cod-directed fishery in 1993 for many stocks in the Northwest Atlantic, information on the status of the stocks was no longer available to scientists of the Department of Fisheries and Oceans Canada (DFO) from the commercial fishery. This information was previously used in combination with information from research vessel surveys to assess the status of the resources. Based on a recommendation by the Fisheries Resource Conservation Council (FRCC), DFO began a sentinel survey program in 1994 (formerly known as sentinel fisheries) to collect such information.

Sentinel surveys are not commercial fisheries, but instead consist of surveys involving limited removals from the stocks under a pre-determined scientific protocol for the purpose of collecting biological information. The primary objective of these surveys is to obtain information on trends in the stocks (e.g. whether stocks are increasing or decreasing). However, these surveys are also important to study the distribution, migration and general biological characteristics (e.g. condition, maturity stages) of various fish species, and collects information on water temperature.

#### 1.3. Budget

In order to harmonize the budget allocation among the regional associations involved in the Sentinel Project and to provide science and industry with a valuable and dependable dataset, a maximum price per fishing unit of \$1,200 will be paid in 2020. DFO may also exercise an option for the subsequent years at a maximum price per fishing unit of \$1,230 in 2021 and \$1,260 in 2022, to be determined at the time of contract renewal.

#### 1.4. Background, Assumptions and Specific Scope of the Requirement

Since 1994, sentinel survey projects have been conducted in the southern Gulf of St. Lawrence (NAFO division 4T). Selected commercial fishing vessels follow a pre-determined scientific protocol to gather information on the status of Atlantic Cod stocks in the southern Gulf of St. Lawrence. In 1994 and 1995 the sentinel projects were largely funded by the Department of Human Resource Development, with DFO providing scientific expertise to oversee the projects and the funds for scientific equipment and observer coverage. Since 1996, the sentinel surveys have been funded almost entirely by DFO.

An Atlantic-wide review of the sentinel surveys in 2002 resulted in a decrease in scope of the fixed-gear surveys in the southern Gulf of St. Lawrence to only include longline surveys. In 2020, projects similar to those of previous years will continue for longline gear with the option of continuing the work in 2021, and 2022.





## 2 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

A maximum of two (2) longline gear vessels will be used along the Magdalen Islands Coast for a total of 32 fishing units from July to October (4 fishing units per month and vessel).

Two (2) nearby (paired) fishing locations (also called fishing units) will be assigned per vessel (no substitution will be accepted) and must be sampled throughout the requested period of sampling (July-October). Each vessel will fish both sites twice a month, for a total of four (4) fishing units per month, with a maximum frequency of twice per period of seven (7) days over the term of the contract. This means that the gear may be fished only once (1) during some weeks. The sampling sites identified are the same as those fished in previous years for comparative purposes.

After hauling the gear at each fishing site, the fishing vessel crew and the observer will have to record all information pertaining to the catch. The crew of the fishing vessel must assist the observer in conducting the sampling. Fishing operations may have to be slowed down for that purpose. For each site and each time the gear is fished, information on the set location and the complete catch will be recorded. Length frequency measurements (250 fish or the entire catch if less than 250 fish are caught) will be taken for Atlantic Cod and White Hake (sexed length frequencies are required for White Hake but not for Atlantic Cod). Otoliths will also be collected for Atlantic Cod (1 pair of otoliths per cm length increment) and White Hake only (1 pair of otoliths per cm length increment per sex) according to the scientific protocols. All data will be recorded on standard observer program data sheets; all fields must be completed.

All Atlantic Halibut must be returned to the water immediately, and where it is alive, in a manner that causes it the least harm.

On occasion, special sampling will be required. Examples of special sampling include, but are not limited to: individual weight and length records for Atlantic Cod, sampling for DNA studies of specific species, and collection of fish samples for laboratory analyses. Detailed protocols will be supplied for these collections, if necessary.

Water temperature will be monitored using probes supplied by DFO. The probes will be initialized by DFO and one will be assigned to each vessel. Each probes is to be attached to a longline at a point where it will sit near the bottom of the water column.

### 2.2 Specifications and Standards

The following specifications and standards must be met and maintained throughout the contract period:

- A minimum of 1,250 hooks (size 12 circle – 1 fathom apart) and a maximum of 2,500 hooks will be used (divided equally between the two sites). These can be bottom longlines or “floated” longlines (1-3 feet off bottom).
- The same vessels must be used for the entire project. No substitution of vessels will be allowed unless the contractor receives written approval from the Scientific Authority for the project or representative.
- An observer must be on each vessel whenever the gear is fished and fish are bring back on-board. Observers will not be required during the setting of the gear providing that no fish are being brought aboard.
- Participating fishermen are required to hold a valid groundfish license and have experience in the groundfish fishery.



- A special fishing license will be issued in the name of each fishing Captain hired through the Contractor for the specified vessel.
- Each vessel will be required to activate a VMS and/or to install a DFO-provided on-board camera for monitoring purpose and/or to provide a GPS track of every single trip.

### **2.3    Specific requirements for North Atlantic Right Whales (NARW)**

Due to the unprecedented high number of incidents with the NARW in the sGSL since 2017, DFO has decided to implement new measures aimed to protect the NARW, including temporary management area closures. It is important to ensure that the Sentinel Survey program activities are consistent with the management measures. Therefore, a risk averse approach is necessary, and the following measures will be in effect:

- 1) Contracts will now include provisions for applying the dynamic management protocol for closures in the areas subjected to the temporary closures to the entire southern Gulf of St. Lawrence. Each participant will receive a high resolution map with its survey stations and the identification number of each grid subject to the temporary closure protocol. Fixed-gear fisheries (which include fixed-gear Sentinel Survey sites) in the Gulf of St. Lawrence will be closed in a designated area for 15 days when at least one NARW is detected. More specifically, DFO will close a total of nine grids to create a buffer area around the sighting location to account for whale movements. Season-long closures will also be in place in the Gulf of St. Lawrence when NARW are detected in an area more than once during a 15-day period. The overlap between the buffer zones around each whale will be closed to fishing until November 15, 2020. If a Sentinel Survey site (including its buffer zone of 2.5 nautical miles around the fishing site) is located, or a part of it, within an area closed for NARW, that location will be closed. Reopening of closed sites will be decided according to the same protocol used for commercial fisheries. Closures and reopening will be communicated by the biologist responsible for the Sentinel Survey program to the industry association impacted, and the captain of the vessel.
- 2) Any fishing activity (trip) must be pre-approved by the Project Authority to ensure that this activity does not conflict with the temporary closure protocol.
- 3) Any fishing activities canceled due to temporary or season-long closures will not be postponed and will not be payable under this contract.
- 4) The soak time of longlines shall be a minimum of 4 hours and shall not exceed 8 hours.
- 5) Gear marking to identify the region and the fishery is required for all fixed gear fisheries in Atlantic Canada and Québec. The mandatory color scheme for non-tented fixed gear fisheries under scientific licenses will be provided to Contractors once the contract is awarded.
- 6) Any lost gear will have to be reported immediately to the authorities.



---

## **2.4 Change to Management Procedures**

Any changes to the scope of the project will be discussed by the DFO Project Authority and Contractor and actioned by means of a formal contract amendment issued by the Contracting Authority.

## **2.5 Ownership of Intellectual Property (IP)**

IP will not be generated from the result of this requirement.

# **3 Other Terms and Conditions of the Statement of work (SOW)**

## **3.1 DFO Support**

DFO will be responsible for the following in support of the contract:

- 1) DFO will provide the following scientific equipment to ensure consistency in data collection: temperature probes, measuring boards, spring scales and specialized equipment for special sampling, if needed.
- 2) Provision of standard observer's program data sheets.
- 3) Provision of the final list of latitudes and longitudes of the stations will be sent to the Contractor once the contract is awarded.
- 4) A special fishing license issued in the name of the fishing Captain hired through the Contractor for the specified vessel.

## **3.2 Contractor's Obligations**

The contractor will be responsible for the following in support of the contract:

In accordance with section 2. Requirements the contractor must ensure:

- that after each haul back, the crew of the fishing vessel and the observer record all information pertaining to the catch.
- the crew of each fishing vessel will assist the observer in sorting the fish and invertebrate species and in conducting the sampling.
- that water temperature probes supplied by DFO will be attached to the longline during fishing operations.

## **3.3 Deliverables**

The following deliverables must be met in relation to this project:

- 1) All data recorded on observer program forms (trip, catch and length frequencies and others) and certified by an observer company in both hardcopy and electronic format delivered directly from an Observer Company to the Project Authority.
- 2) Samples of otoliths, fish and other samples, as per detailed protocol or special sampling requests. These must be clearly identified with the date, fishing location, and vessel name and project number.
- 3) The collection of temperature data by attaching the DFO supplied temperature probe to the longline when fishing.



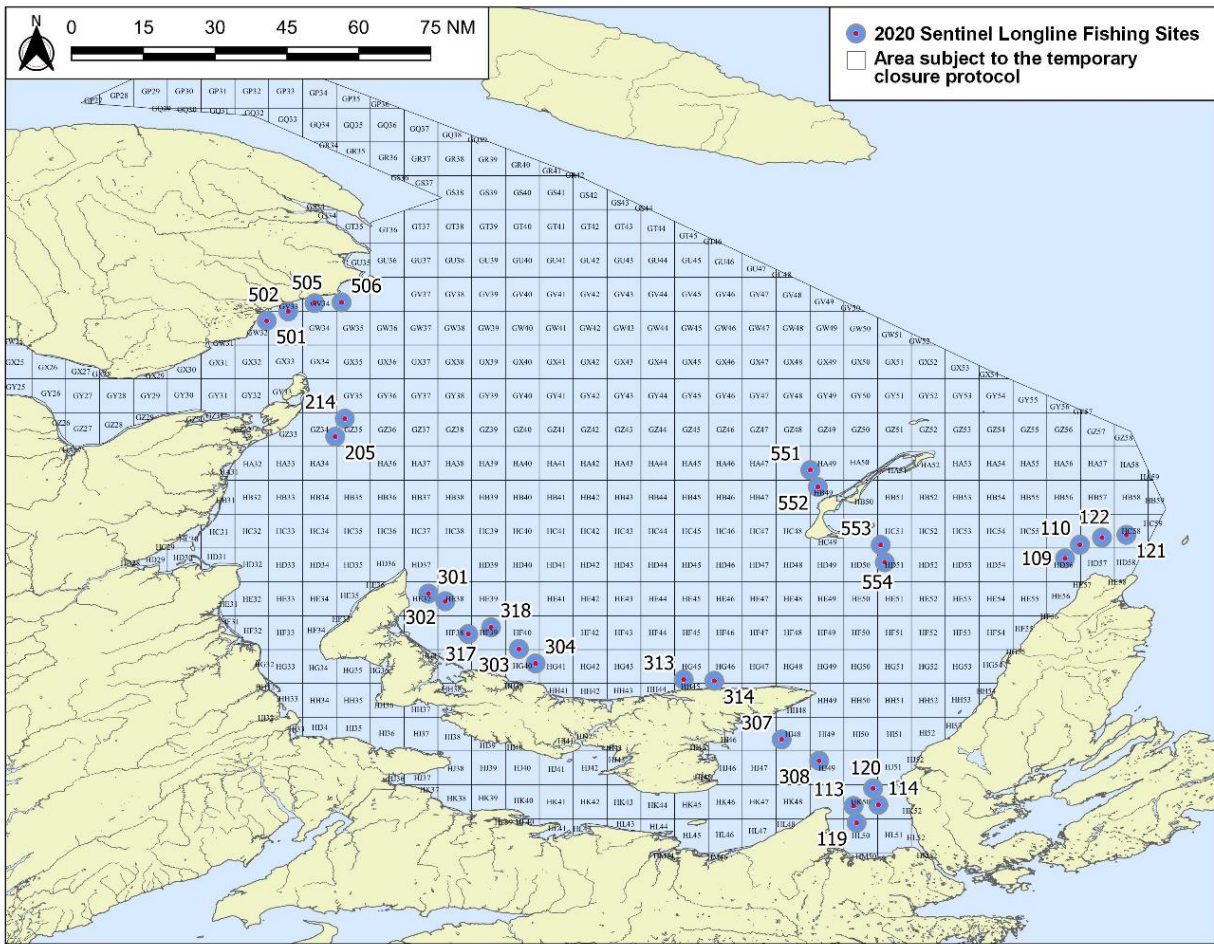
### 3.4 Location of Work, Work site and Delivery Point

The following sites will be attributed this project (Figure 1):

- Positions for the Sentinel Survey – Longline Gear – Gulf Magdalene Islands.

Site No.	Lat	Long
551	47 33.017	61 59.892
552	47 28.035	61 57.697
553	47 10.900	61 39.090
554	47 05.790	61 37.880

Contractors will be paid on the basis of individual fishing units that meet the requirements of the scientific protocols. Any fishing sets done outside of the scientific requirements (as to location, time, soak time, amount of gear (hooks), etc.) will not be considered valid, and no compensation will be paid. Similarly, fishing activities unable to take place because of grid closures will not be paid. In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.



**Figure 1:** Location of each fishing sites

**3.5 Language of Work**

The language of work shall be English or French.

**3.6 Special Requirements**

- 1) Fishing not consistent with the scientific protocol will contravene the conditions of the fishing license and may result in termination of the contract.
- 2) All the equipment provided to the Contractors must be returned, clean and dry, at the Contractors expenses, to the Project Authority at the end of the project.

**4 Project Schedule**

**4.1 Expected Start and Completion Dates**

The project must be completed during the provided time schedule. The fishing services of the Contractor will be required between July 1<sup>st</sup> to October 31, 2020.



## **5      Required Resources or Types of Roles to be Performed**

### **5.1      Fishermen**

The contractor must ensure that all participating fishermen are holders of a valid groundfish license in NAFO division 4T and have experience in the groundfish fishery.

### **5.2      Observers**

Observer coverage must be provided by a certified observer company for the southern Gulf of St. Lawrence (4T) (List provided below).

### **5.3      Monitoring**

Dockside monitoring services must be obtained from a dockside monitoring firm certified to provide services in the Gulf of St. Lawrence (List provided below).

## **6      Insurance**

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 as per the insurance conditions attached at ANNEX "C" INSURANCE CONDITIONS.



**List of dockside monitoring and at-sea observer companies**

Category	Contact	Address	Telephone	Fax
<b>Dockside Monitoring Companies</b>	Pèse-Pêche Inc.	140, 1re Rue Shippagan, NB, E8S 1A4 ATTN: Serge Chiasson <a href="mailto:pese@nb.aibn.com">pese@nb.aibn.com</a>	(506) 336-1400 (506) 336-1439 (cell)	(506) 336-1401
	Atlantic Catch Data	32 Hawthorne Yarmouth, NS, B5A 1M7 ATTN: Albert Gaudet or Brenda Melanson <a href="mailto:agaudet@atlanticcatcldata.ca">agaudet@atlanticcatcldata.ca</a>	<u>Office:</u> (902) 749-5107  <u>Hailing:</u> (888) 477-4245  <u>Pictou:</u> Rob MacKay (902) 485-4683  <u>Eastern NB:</u> Tisha Cline (506) 747-9190 (Dispatch) (506) 747-2023 (Home) (506) 754-5007 (Cell)	(902) 749-4552
	Chéticamp Monitoring	P.O. Box 960 Cheticamp, NS, B0E 1H0 ATTN: Prescille Desveaux or Tanya Leblanc <a href="mailto:pdesveaux@aim.com">pdesveaux@aim.com</a>	(902) 224-1100	(902) 224-1086
	Island Weigh (95) Inc.	P.O. Box 490 261 Phillip Street Tignish, PE, C0B 2B0 ATTN: Tammy Arsenault <a href="mailto:iw95office@xplornet.com">iw95office@xplornet.com</a>	<u>Office:</u> (902) 882-3186 (902) 856-1781 (cell)  <u>Hailing:</u> (877) 901-3186	(902) 882-5146
	Sea Tracker Dockside Monitoring	103 School Street, room 203 PO Box 147 Tignish, PE, C0B 2B0 ATTN: Ricky Doyle <a href="mailto:rickydoyle@seatracker.ca">rickydoyle@seatracker.ca</a>	(902) 882-2625 (902) 214-0017 (cell)	(902) 882-2082
	Res-Mar	Québec	<u>Office:</u> (418) 368-5373  <u>Hailing:</u> (418) 368-1778 (888) 450-5055	(418)368-7257





<b>Observer Companies</b>	Biorex (NB) <a href="http://www.biorex.com">www.biorex.com</a>	111, boul. Saint- Pierre Ouest Local 13 Caraquet, NB, E1W 1B9	(506) 727-7635	(506) 727- 7338
	Biorex (QC) <a href="http://www.biorex.com">www.biorex.com</a>	198, boul. Gaspé Suite 102 Gaspé, QC, G4X 1B1	(418) 368-5597	(418) 368- 1372
	Javitech Ltd. <a href="http://www.javitech.ca">www.javitech.ca</a>	604 Bedford Highway Suite 205 Halifax, NS, B3M 2L8	(902) 468-9899	(902) 468- 9779
	Javitech Ltd. (NB) <a href="http://www.javitech.ca">www.javitech.ca</a>	Edifice municipal 1295, rue principale Le Goulet, NB, E8S 2E9	(506) 336-3070	(506) 336- 3071





**ANNEX "B" – BASIS OF PAYMENT**

Bids are requested per vessel basis (called a fishing unit) for longline gear. In order to harmonize the budget allocation among the regional associations involved in the Sentinel Project and to provide science and industry with a valuable and dependable dataset, a maximum price per fishing unit of \$1,200 will be paid in 2020. DFO may also exercise an option for the subsequent years at a maximum price per fishing unit of \$1,230 in 2021 and \$1,260 in 2022, to be determined at the time of contract renewal.

**Pricing - Firm contract period – Contract Award to May 31, 2021**

All-Inclusive Firm* Price per Fishing Unit (exclusive of tax):	Up to 32 Fishing Units Extended Price (exclusive of tax)
\$	\$

**Pricing – Option Year 1 – June 1, 2021 to May 31, 2022**

All-Inclusive Firm* Price per Fishing Unit (exclusive of tax):	Up to 32 Fishing Units Extended Price (exclusive of tax)
\$	\$

**Pricing – Option Year 2 – June 1, 2022 to May 31, 2023**

All-Inclusive Firm* Price per Fishing Unit (exclusive of tax):	Up to 32 Fishing Units Extended Price (exclusive of tax)
\$	\$

\* **“ALL-INCLUSIVE FIRM”** Price per Fishing Unit must be a firm price and include all costs for conducting the project - i.e. the gear, charter and operation of the vessel, crew salaries, food, fuel, vessel insurance, longlines, bait, repairs and maintenance, observer coverage, dockside monitoring and administration. DFO shall provide the following sampling equipment: measuring board, weigh scale, temperature probe and specialized sampling equipment when required.

**NOTE:**

- Each vessel is expected to fish on a maximum of 8 days for a maximum of 16 fishing units.



---

### ANNEX "C" – INSURANCE CONDITIONS

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 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e. 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.
  - f. 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.



---

## ANNEX "D" – ADDITIONAL VESSEL CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 1.1. 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;
  - 1.2. Ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
  - 1.3. Ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 1.4. 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.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of



Canada or any other statute, law or regulation of Canada.

10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



**ANNEX "E" – VESSEL INFORMATION SHEET**

**Length of vessel and type of trawl or seine used by the vessels proposed**

Vessel Name Nom du Bateau	CFV/BPC	Total Length (In Feet) Longueur Totale (en pieds)	Horsepower Chevaux- vapeur	Amount of Warp & Diameter Montant de Cables et Diametre	Door Type Type de Panneau	Home Port and Province Port d'Attache et province



**ANNEX "F" – MANDATORY EQUIPMENT**

**Gulf Region - Sentinel Surveys**

Vessel Name: \_\_\_\_\_  
 Year Built: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tel # : \_\_\_\_\_  
 Registration # : \_\_\_\_\_  
 # of Crew: \_\_\_\_\_

**Mandatory Equipment Required On-Board Vessels /**

<u>Description</u>	<u>On board</u> <u>À bord</u>	<u>How many?</u> <u>Combien ?</u>
Approved standard lifejacket (s) / Gillet(s) de sauvetage approuvé(s)		
Fire Extinguisher(s) / Extincteur(s)		
Approved pyro distress signals (flares) in waterproof container Signaux pyrotechnique de détresse approuvés dans un contenant hermétique		
Equipment for sound signals / Signaux sonores adéquats		
Navigation lights / Feux de navigation		
Fishing Lights and Shapes for fishing Feux et marques pour pêcher		
Radar reflector / Réflecteur radar		
Fire bucket(s) and 1.8 m line Sceau(x) à incendie et 1.8 m de corde		
Lifeboat, skiff, dory or inflatable liferaft Embarcation, skiff, doris ou radeau gonflable de sauvetage		
Fuel tank shut off valve / Valve d'arrêt pour réservoir		
Efficient bilge pumping arrangements Installation efficace de pompage de l'eau de cale		
Anchor, chain, cable / Ancre, chaîne, câble		
Ventilation for engine and fuel tank compartment Ventilation moteur et réservoir de carburant		
VHF radio and call sign / Radio VHF et indicatif d'appel		
Compass / Compas		
First aid kit / Trousse de premiers soins		
Marine charts and publications / Cartes marines et publications		
Tow line / Ligne de remorquage		
Search light and Flash light / Projecteur lumineux et lampe de poches		

I \_\_\_\_\_ certify that the above equipment are on-board the vessel and in proper working order.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ANNEX “G” – MANDATORY CRITERIA**

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

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

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

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

	<b>REQUIREMENT</b>	<b>REFERENCE PAGE IN BID SUBMISSION</b>
<b>M1.</b>	The contractor <b>MUST</b> be a fishing association. A copy of the certificate/license must be submitted.	
<b>M2.</b>	The contractor <b>MUST</b> have experience in the groundfish fishery or in the sentinel surveys.	
<b>M3.</b>	Contractor <b>MUST</b> clearly demonstrate that he has the experience in managing project(s) of similar size and scope.	
<b>M4.</b>	The Contractor <b>MUST</b> provide the names of the vessels, CFVNs, type of gear, names of the captains.	
<b>M5.</b>	The Contractor <b>MUST</b> provide proof of a valid commercial groundfish fishing license (with gear permitted as longline gear) for the southern Gulf of St. Lawrence (NAFO 4T) for each captain. A copy of the license must be submitted.	
<b>M6.</b>	The Contractor <b>MUST</b> submit a completed Annex “F”.	
<b>M7.</b>	The Contractor <b>MUST</b> have experience in the Atlantic Cod Fishery (fixed or mobile gear).	