



RETURN BIDS TO:

Bid Receiving

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

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

REQUEST FOR PROPOSAL

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.

Comments:

Title Chartering of a fishing vessel for catching herring during the acoustic survey in NAFO Divisions 4R and 4Sw		Date July 21st 2020
Solicitation No. F5211-200097A		
Client Reference No. F3757-200502		
Solicitation Closes At / à : 2:00PM ADT(Atlantic Daylight Time) On / le : Wednesday, August 5 th 2020		
F.O.B. – Destination	GST See herein	Duty See herein
Destination of Goods and Services See herein		
Instructions See herein		
Address Inquiries to : Contracting Authority – Jean-Pierre deVink Email : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required See herein	Delivery Offered N/A
Vendor Name, Address and Representative :	
Telephone No.	Facsimile No.
Name and title of person authorized to sign on behalf of Vendor (type or print)	
Signature	Date





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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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.



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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

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

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 "C" Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

See Annex "C" Evaluation Criteria

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 15 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
2. Bids not meeting choose "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		25/40	30/40	40/40
Bid Evaluated Price		85 000,00 \$	90 000,00 \$	95 000,00 \$
Calculations	Technical rating	$30/40 \times 60 = 45$	$40/40 \times 60 = 60$	$92/135 \times 60 = 40.89$
	Price rating	$85/90 \times 40 = 37.78$	$85/95 \times 40 = 35.79$	$45/45 \times 40 = 40.00$
Combined Rating		77.5	82.78	95.79
Overall Rating		3 rd	2 nd	1 st



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.

5.2 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: 2019-01 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.

Signed: _____ Date: _____

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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16), Status and Availability of Resources



5.2.3 Education and Experience

SACC Manual Clause [A3015C](#) (2014-06-26), Status and Availability of Resources

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.3.1 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"

Signed : _____

Date: _____



5.4 Electronic Payment of Invoices – Bid

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

If 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.

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

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



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

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30th 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Jean-Pierre deVink
Title:	Contracting Officer
Organization:	Fisheries and Oceans Canada
Address:	301 Bishop Drive



Fredericton, NB, E3C 2M6
 Telephone: 506-478-3850
 Facsimile: 506-452-3676
 E-mail address: jean-pierre.devink@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 *(insert 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 *(insert at contract award)*

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor stifactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price according to number of days at sea and days at waharf, as speficied in tha Annex B for a cost of \$ _____ (*insert at contract award*). Customs and duties and included, and ApplicableTaxes are extra.

6.7.1.1 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.

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

6.7.2 Limitation of Price

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

6.7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

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

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

6.8.1 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

The invoice must be forwarded to the address shown above and on page 1 of the Contract for certification and payment.



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 NewFoundLand.

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) **2010B** (2020-05-28), General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 **Procurement Ombudsman**

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

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

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

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

6.13 **Insurance – 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.



ANNEX "A" - STATEMENT OF WORK

Chartering of a fishing vessel for catching herring during the acoustic survey in NAFO Divisions 4R and 4Sw– August 2020

1.1 Introduction (context)

The Science Sector of Fisheries and Oceans Canada (DFO) is mandated to provide scientific information essential to the conservation and sustainable use of fisheries resources. Scientists assess stock status and advise fishery managers and industry on conservation and management measures to protect exploited species. They conduct research on the biology, ecology and physiology of marine invertebrates and fishes, as well as on the factors influencing their abundance, recruitment, growth and reproduction.

The goal of this work is to develop conservation strategies that ensure a sustainable exploitation of resources. Stock assessments are conducted for commercially exploited species in the Estuary and the Gulf of St. Lawrence such as Atlantic Herring. Herring is a pelagic fish with an important ecological role as it is prey to many predators, including some species of commercial importance. It also supports important commercial fisheries in Divisions 4R, 4S and 4T of the Northwest Atlantic Fisheries Organization (NAFO).

Requirements for the proponent (objective)

The overall objective of the project is to conduct an acoustic survey to estimate the abundance and distribution of Atlantic Herring in NAFO Divisions 4R and 4Sw. The present call for tenders is intended to address the need to charter a fishing vessel to validate data collected during the acoustic survey by fishing for herring samples.

Location of the work

Gulf of St-Lawrence, west coast of Newfoundland and Lower North Shore of Québec.

The study area is located on the west coast of Newfoundland, from St. Georges Bay (47°53'35"N; 59°25'25"W) to Savage Point (north of St. Barbe, 51°20'21"N, 56°41'57"W), and on the Lower North Shore of Quebec, from Blanc-Sablon (51°24'48"N, 57°12'16"W) to La Tabatière (50° 49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4R and 4S. The study area will be divided into strata and the Canadian Coast Guard hydroacoustic vessel will survey each stratum by following parallel transects that are perpendicular to the coast.

The chartered fishing vessel shall remain in the vicinity of the hydroacoustic vessel and collect fish samples when aggregations are detected in order to validate the acoustic signals.

To do this, the contractor will :

- Remain in the vicinity of the hydroacoustic vessel and collect intact fish samples when aggregations are detected to validate the acoustic signals.
- Assist the DFO staff on fishing vessel.
- Freeze herring samples (or other captured fish) aboard the vessel and enter data into tables provided by DFO.
- Send the frozen samples and data tables to the Maurice Lamontagne Institute (DFO, 850 route de la Mer, Mont-Joli QC, G5H 3Z4, Attn: Jean-Martin Chamberland), either by the Bella Desgagnés, or by a specialized delivery service.
- Follow the instructions given by the mission head (scientist) and/or DFO staff on board the fishing vessel.

The contractor will not be allowed to make commercial landings during the contract with DFO as they will be fishing under a scientific license provided by DFO.



1.2. Scope

Fieldwork will take place in August of 2020 on the west coast of Newfoundland and the Lower North Shore of Quebec in NAFO areas 4R and 4Sw, from St. Georges Bay (47°53'35"N; 59°25'25"W) to Savage Point (north of St. Barbe, 51°20'21"N, 56°41'57"W), and from Blanc-Sablon (51°24'48"N, 57°12'16"W) to La Tabatière (50° 49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4RS.

1.3 Description of work

The work will begin between July 30 and August 10 2020 and will end no later than September 1st 2020. The contractor will have until September 30th to deliver all frozen samples.

The contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit and days when at least one fishing activity is successful (at least 100 intact herring caught). A sea day may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

If fish samples are caught, the chartered vessel and crew will have to continue working until the mission head (scientist) mentions that they can go to a wharf.

Workday duration will be approximately 12 hours (including transits). This duration could be exceeded or shortened if the mission head (scientist) deems it relevant.

The work will be done during the night to facilitate the capture of herring.

The chartered vessel will have to stay in constant communication with the hydroacoustic vessel and will have to follow the instructions of the mission head (scientist).

The chartered fishing vessel will have to follow the hydroacoustic vessel on each day when transects are surveyed (and/or when transiting). When aggregations of herring are observed, the fisherman will have to attempt to capture samples if conditions are favorable. The fishing crew will be required to assist the DFO personnel to enumerate intact fish, put them in boxes and freeze them on board the fishing vessel. At the end of the mission, the contractor will be responsible for sending the frozen samples to the Project Authority at the Maurice Lamontagne Institute (MLI), either by the Bella Desgagnés or by a specialized delivery service. The samples will have to arrive frozen at MLI.

Fishing will be carried out using a purse seine, or a pelagic or semi-pelagic trawl with the adequate mesh size for catching herring.

The contract will be awarded including the fishing crew, the vessel and the necessary equipment (fishing gear, repair kits, maps for navigation, a chest (horizontal) freezer with a capacity greater than 20 cubic feet, etc.). Boxes for fish samples will be provided by DFO.

The contractor will be responsible for managing its fuel and food reserves, and other needs. However, the chartered fishing vessel will return to a wharf after each day of work.

The contractor could occasionally have to host a DFO science staff on board, provide meals, a cabin (or bed), etc.

The chartered vessel and fishing gear required for the project will have to be ready and previously tested by July 30, 2020, to be operational by that date.



1.4 Support and equipment

The contractor will be required to provide the gear, labor and equipment needed to complete the project. The contractor will be in charge of coordinating the fishing activities and assisting DFO science staff with handling live specimens. The only material provided by DFO are the boxes to freeze the herring samples.

Work progress

The contractor will have to inform (in advance if possible) DFO project authority of all setbacks that could affect the proper conduct of the work.

1.5 Deliverables

The contractor will be required to return all frozen samples as well as the data tables, to DFO by September 30, 2020.



ANNEX "B" - BASIS OF PAYMENT

The bid must specify the price per day at sea (see definition of day at sea below), the total for 10 days at sea, the price for the days spent at the wharf (see definition of day at wharf below), as well as the total for 3 days at the wharf. Billing will be done depending on the number of days at sea and the number of days spent at the wharf.

If the prices per day at sea and at the wharf are the same, please insert the same price in the two (2) respective boxes below.

Contract period (from the contract award to September 30th, 2020)			
Requirement	Estimated number of days*	Firm price per day	Total (excluding taxes)
Days at sea	10**	\$ _____	\$ _____
Day spent at the wharf	3**	\$ _____	\$ _____
Total			\$ _____

* The number of days at sea and spent at the wharf may vary depending on weather conditions and other unknown factors.

** This value is for evaluation purposes only

*** 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.

Once the project has started, the days described below will be considered as days spent at the wharf and may therefore be charged at the corresponding rate in the section Basis of payment :

- Days of bad weather conditions requiring at least 1 of the 2 vessels to remain at a wharf.
- Days of crew changes of the hydroacoustic vessel and days at wharf due to mechanical problems of the hydroacoustic vessel.

Days spent at a wharf because of mechanical problems of the fishing vessel will not be considered as days at sea or days spent at the wharf. They cannot be charged.

The contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit and days when at least one fishing activity is successful (at least 100 intact herring caught). A sea day may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

The firm price per day at sea MUST include ALL costs associated with conducting the work including but not limited to:

- | | |
|------------------------------------|--|
| • Fishing gear | • Maintenance and repair |
| • Freight and vessel operations | • Contract administration |
| • Crew wages | • Sampling logistics |
| • Meals for crew and DFO scientist | • Equipment leasing |
| • Fuel | • Material (frozen fish samples and logbook) |
| • Vessel insurance | • Communications |



ANNEX "C" - INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.



8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**



ANNEX "D" - EVALUATION CRITERIA

Mandatory requirements

All of the following MANDATORY REQUIREMENTS MUST be in your submission for the proposal to be considered for further evaluation. Bidder must indicate where in the proposal the information can be found. Proposals not meeting one or many of the MANDATORY REQUIREMENT will be disqualified.

	Mandatory requirement	Meets criteria	Proposal page no.
M1	The bidder must possess a valid commercial fishing license for pelagic fish (herring and / or capelin), (shrimp and / or groundfish) in at least one of the NAFO Divisions 4RST. **The bidder must provide a copy of the fishing license.		
M2	The bidder must demonstrate that they possess or have access to at least one vessel specialized in pelagic fishing (equipped with a purse seine, a pelagic or semi-pelagic trawl). The boat must be over 39 feet long. **The bidder must provide copies of the following documents: <ul style="list-style-type: none">• Certificate of registry (Transport Canada);• Inspection certificate (Transport Canada);• Insurance certificate.		
M3	The bidder must provide a list of his/her fishing gear and confirm in writing that it is in good condition: <ul style="list-style-type: none">• Type of fishing gear;• Mesh size;• Type of trawl doors (if a trawl), etc.;		



Rated technical criteria

Proposals that meet all mandatory requirements will be evaluated by the following rated requirements. Proposals must achieve a minimum of 15 points in order for the bid to be declared responsive.

Bidder must indicate where in the proposal the information can be found.

	Rated technical criteria	Points	Proposal page no.
R1	The bidder should provide a realistic estimate of the transit time between the vessel location and La Tabatière (Lower North Shore of Quebec). The bidder should also provide the name of his home port and the vessel transiting speed in order to validate the estimate.	1 day – 15 points 2 days – 10 points 3 days – 5 points 4 days – 2 points 5 days or more – 0 point	
R2	The bidder should demonstrate with the fishing gear specifications, that the fishing vessel is equipped with a pelagic trawl, semi-pelagic trawl or a purse seine able to fish in the water column.	1. Pelagic or semi-pelagic trawl – 20 points 2. Purse seine – 10 points 3. Not demonstrated – 0 points	
R3	The bidder should demonstrate that the fishing vessel is equipped with a fishing gear able to fish on the sea floor. The bidder must prove this with the specifications of his/her fishing gear(s) and additional explanations if necessary.	1. Demonstrated – 5 points 2. Not demonstrated – 0 point	
Total Minimum 15 points required			/40