



**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 :

Title – Sujet At Sea Platform Required To Haul and Re-set Trawl Set Lobster Gear		Date July 27, 2020
Solicitation No. – N° de l'invitation F5211-200056B		
Client Reference No. - No. de référence du client F5290-410053		
Solicitation Closes – L'invitation prend fin At /à : 14:00 ADT(Atlantic Daylight Time) On / le : August 11, 2020		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: Kimberly.Walker@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number F5211-200056A dated May 29, 2020 with a closing of June 26, 2020 at 14:00 ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 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 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 \(2019-03-04\)](#) 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 the province or territory where the goods and/or services are to be rendered.**

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I:** **Technical Bid** (one soft copy in PDF format)
- Section II:** **Financial Bid** (one soft copy in PDF format)
- Section III:** **Certifications** (one soft copy in PDF format)

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

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Part 5 Electronic Payment Instruments, to identify which ones are accepted.



If Part 5 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex G for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex G for details

4.1.2 Financial Evaluation

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

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

4.2 Basis of Selection- Highest Combined Rating of Technical Merit and Price

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 points specified for criteria numbers R1 and R2 for the technical evaluation, and
 - d. obtain the required minimum of 168 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 240 points.
2. Bids not meeting (a) or (b) or (c) and (d) 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	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	



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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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

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



5.1.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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

Yes () No ()



If so, the Bidder must provide the following information:

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

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

Signature: _____ **Date:** _____

5.1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.5 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.6 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____



Facsimile: _____
E-mail: _____

5.1.7 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory

5.1.8 Electronic Payment Instruments

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

- () VISA 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

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

- 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), 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

Contract award through to November 10, 2020.

Project work will take place from 17 August through to October 31, 2020

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada



Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: Kimberly.Walker@dfo-mpo.gc.ca

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

6.5.2 Project Authority

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

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

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

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

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

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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



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

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

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- a. VISA 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
AP Coder - (name to be provided at contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

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

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



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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Charter Vessel Application Form
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

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

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. 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 Annexes C & D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



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

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

6.14 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.15 Licensing

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



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

At Sea Platform Required To Haul and Re-set Trawl Set Lobster Gear

1.2 Contracting Period

Contract award through to November 10, 2020

Project work will take place from August 17 through to October 31, 2020

1.3 Introduction

Fisheries & Oceans Canada (DFO) requires a vessel and crew capable of operating and maintaining a platform to allow Fishery Officers to conduct at-sea patrols to monitor fishery compliance. This monitoring will consist of activities such as but not limited to: searching for gear, grappling gear, gear retrieval, inspecting gear, re-setting gear in the place from which it was hauled and transporting any gear that is deemed to be in violation by on board Fishery Officers. The gear referred to above will be consistent with but not limited to lobster gear that may be set as single gear or in trawls. Area of operation will be in Canadian Fishing Waters in South West New Brunswick departing and returning from various wharves in the area on a daily basis.

This is a contract for 'Services', and for the performance of the Work. The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all deductions and remittances required to be made, including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income tax

1.4 Background, Assumptions, and Foundation of the Requirement

Local Fisher Association(s) for fleets that operate within Lobster Fishing Areas in South West New Brunswick and South West Nova Scotia have proposed a pilot project where a vessel capable of hauling and resetting lobster gear (trawls) and staffed with Fishery Officers would be utilized to monitor and inspect fishing activities as well as to identify and remove abandoned/ghost gear. These activities will aid in reducing risks to the North Atlantic Right Whale. Fishery Officers will be performing the full range of their duties while on board this vessel and will be enforcing the full range of the acts and regulations within their purview.

1.5 Objectives of the Requirement

Objective is to have a vessel capable of hauling and resetting lobster trawl gear in a safe manner in the areas of SWNB and SWNS(Gulf of Maine and Bay of Fundy)

Captain and crew may be required to provide evidence and or attend court at a later date if a violation was detected and trial ensues from the violation. (a separate contract will be generated if required)

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The contractor will provide a platform and personnel to assist Fishery Officers in enforcement of



regulatory measures of the domestic and foreign fisheries pursued in the SWNB and SWNS . Patrols will be conducted with Fishery Officers over a specified timeframe at a rate of three patrols per week.

2.1.1 The patrols will generally require the following:

- Transiting from the port where the vessel is berthed to the area of operation and back to port.
- Twelve (12) hour days on the water, including transiting time. Longer days may be required for unloading seized gear or if a violation situation occurs.
- Patrols will coincide with the prevailing tides in the patrol areas. This will include transit time to the area of interest and returning to port.
- The ability to work evenings, weekends and holidays.
- The Contractor will be responsible for all fuel, docking, and maintenance costs.
- Fuel costs will be compensated for days longer than 12 hours based on the number of hours spent steaming and the average fuel burn for the vessel.
- The vessel to not participate any commercial fishing operations throughout the contract period.

- Activities will include:
 - Patrolling and searching for gear.
 - Hauling gear to ensure that it meets all regulatory requirements.
 - Re-setting the gear in the place that it was hauled from.
 - Safely securing on deck any gear seized by fishery officers.
 - Grappling for gear and safely hauling that gear.

- Deliverables
 - Provide three (3) twelve (12) hour sea days per week, weather permitting and DFO staff permitting.
 - Supply competent professionals to operate and staff the vessel for each patrol day.
 - Submit invoices for payment to the department at the end of each month

- Milestones:
 - Provide 6patrols between August 17 to August 31
 - Provide 12 patrols between September 1 to September 30
 - Provide 12 patrols between October 1 to October 31

2.1.2 Vessel Requirements:

Where appropriate include relevant photographs showing that the mandatory requirements are met or exceeded on the vessel.

- Must have at least 12.19 m (40') with a minimum unobstructed working deck space of 36 m² [400 ft²].
- Must be capable of a minimum cruising speed of 8 nautical miles per hour
- Ability to operate in adverse weather conditions. Three (3) meter seas and or thirty (30) knots of wind.
- The vessel must provide freezer storage capacity .02 cubic meters (7 cubic feet) or space to accommodate a freezer of this size. Cold storage to preserve samples for three consecutive days may be considered.
- Must have a certified gear hauler and a backup hauler that can accommodate rope ranging from 9.5mm (3/8") to 22.2 mm (7/8") and is capable of hauling lobster trawls of up to 75 pots in water depths up to 275 meters (902 feet)
- Must be equipped with lighting for safe work on the deck at night.
- Must be equipped with a salt water wash down pump and deck hose to wash down fishing gear.
- Must have an overhead derrick type lift capable of lifting snarled strings of Lobster gear.



- Must have an open stern to facilitate re setting gear
- Navigational and Electronic Equipment
 - The vessel must be equipped with a hull mounted echo sounder capable of deep water sounding to a depth of at least 550 m with a graphical display.
 - A Differential Global Positioning System (DGPS) or WAAS GPS Receiver.
 - A Marine Grade Chart Plotter with updated electronic nautical charts for SWNB waters and the Bay of Fundy and Gulf of Maine.
 - A Marine Radar with a Heading Sensor.
 - VHF Radio and Marine Compass
- Safe working areas on deck.
- Must be equipped with a Vessel Monitoring System and Service with a ping rate of every hour.
- A private marine head (toilet)
- A minimum 50 litre fresh water tank
- A refrigerator or the ability to keep food cold
- Stove or microwave
- Ensure that all enclosed areas are smoke free (e.g. wheel house and cuddy)
- Provide a designated smoking area outside away from air intakes and ventilation

2.1.3 Operational Requirements (Captain and crew)

- Crew must be available and able to operate hauler.
- Crew must be able and available to operate up to a maximum of 16 hours per day when vessel is tasked to a patrol and a violation is detected. The patrols will generally not exceed a maximum of 12 hrs.
- Captain and crew will be expected to be able to locate, retrieve and replace fishing gear in a safe and efficient manner as per local fishing practices.
- Captain will be expected to provide a vessel familiarization and safety briefing for all crew and fishery officers. The briefing will include all lifesaving, firefighting and deck equipment.
- Crew will be expected to assist with the loading and unloading of equipment or gear as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
- Crew will be expected to deploy/recover and/or assist with the deployment/recovery of fishing gear according to information provided by the Lead Officer (LO) or liaison.
- The vessel and crew is expected to be available for the full period of the contract.
- The vessel and crew are expected to be able to berth at various ports in New Brunswick and Nova Scotia, Canada.
- Ensure the Master has a minimum of three (3) years' experience in fishing in tidal influenced waters such as the Bay of Fundy and is competent in navigation and has the ability to explain and testify in court to the methods used and the accuracy of the system on the contract vessel.
- Ensure that for the duration of project, one crew member (other than Captain) is experienced and capable of operating hauler with a minimum of 3 years' experience hauling and setting fishing gear in tidal influenced waters such as the Bay of Fundy.
- Captain and Crew must pass:
 - A Departmental Verification System check
 - Criminal record check

Please Note: If DFO's verification reveals that the Captain or a crew member has been convicted in any major fisheries violations within the last 5 years or has been involved in any criminal activities. It will result in immediate disqualification.

- All litter and garbage must be disposed of on land
- Ensure all crew members are to have valid MED Domestic Vessel Safety (former MED A1/A2 and required First Aid certificates.
- During the project work period the vessel and crew must be ready sail upon a six (6) hour notice



until such time as the weekly trips have been completed

- Safely hauling, storing and transporting various types of fishing gear to allow Fishery officers to check for regulatory compliance. Those gear types are but not limited to: lobster, crab (Jonah and rock), and all associated moorings, buoys and anchors.
- Facilitate and assist in the seizure of illegal gear by Fishery Officers.
- Ability to safely transport gear on the vessel.
- Ability to document vessel and crew activities and procedures as required for court purposes. A log/note book form will be provided
- Facilitate and assist fishery officers in monitoring sovereignty and boundaries.
- Under the direction and supervision of a Fishery Officer, escort vessels in violation of the Fisheries Act and or Regulations back to port.
- Ability to grapple (drag) for and retrieve sunken gear.
- Ability to plumb deep water trawls and retrieve loads up to 2000 kg (4410 lbs.) at depths of up to 243 meters (800 ft.) if required
- At least one crew must have a minimum of three (3) years' experience hauling and resetting fishing gear in heavily tide influenced water (Bay of Fundy).
- Provide access to Navigational data to Fishery Officers at all times during the period of this contract and maintain that information for a period of five (5) years after the end of the contract or provide a copy of that information to the Department once the contract has expired.

2.2 Contractor Obligations:

The Contractor must:

- Maintain accurate vessel logs, records and notes regarding all vessel and crew activities from the charter for a period of five (5) years after the end of the contract or provide a copy of that information to the Department once the contract has expired.
- Provide assistance as requested by a Fishery Officer with any other fishery enforcement related issue.
- Provide assistance and support to Fishery Officers working from Conservation & Protection program vessels.
- Provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Contractor, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.
- The contractor shall not be responsible for food and accommodations for DFO staff.

2.3 Specifications and Standards

Regulatory Requirements:

Aside from having to meet International Organization for Standardization (ISO) and Transport Canada (TC) vessel and crewing responsibilities, the following is required and or provided:

- The Master of the vessel must be the holder of not less than a Limited Master Certificate (or equivalent) and be qualified to be able to give coordinates accurately in latitude and longitude to Fishery Officers by using the vessel navigational equipment, be capable of doing calculations (measurements), be able to enter waypoints in Latitude and Longitude and be able to create fishing area boundaries in the navigational equipment.
- A captain that possesses a Fishing Master IV certificate will not be disqualified, but he/she will be require to pass an oral test with Transport Canada to acquire a Limited Master Certificate. Failure to pass the oral test will result in rejection of the individual.
- The vessel must be certified as Near Coastal Voyage Class 2 by Transport Canada which will permit the vessel to work up to 25 nautical miles of the coast within Canadian Fisheries Water in



the Bay of Fundy between New Brunswick and Nova Scotia.

- Ability to safely and legally carry up to three Fishery Officers on board in addition to vessel crew.
- Provide proof (copies) that all member of the crew including the captain possess valid certificates of competency that meet or exceed those required for operation of the vessel (Gross Tonnage and area of operation for the vessel)
- Provide and maintain a valid copy for the duration of the contract of the vessels Transport Canada certificate for minimum safe manning.
- The vessel must have lifesaving and safety equipment on board to accommodate the vessels crew as well as three C&P personnel. This shall be reflected in all Transport Canada certifications for this vessel for the duration of the contract.

2.4 Technical, Operational and Organizational Environment

- Mission objectives and the tasking of patrols will be developed by the Conservation & Protection Detachment in the area of operation as identified in clause 2.2 – Regulatory Requirements.
- Each patrol will have a Lead Officer who will be in charge of the patrol and who will act as the liaison for patrol mission briefings, changes in the mission objectives, and reporting.
- Provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Management Certificate;
- Provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate.
- In all matters of vessel safety and vessel operation all DFO staff on board the vessel will be under the authority of the vessels Captain

2.5 Constraints

- Should the contractor not be able to deliver service for a mission or missions the contractor must have a contingency plan to provide the service which meets the requirements listed above, within 3 business days at the same price per day paid for the original vessel. The department will only be responsible for payment of one vessel. If the replacement platform is deemed to not deliver the required service then the Department may terminate the Contract immediately for default.
- All maintenance, repairs and fueling must be completed on days or times when the charter work is not being undertaken.
- Any issues causing the charter vessel to not be available for use shall be communicated to the Lead Officer as soon as practicable. Issues may include but are not limited to: weather, mechanical breakdown, unforeseen maintenance and any crewing issues.
- The final decision as to whether a charter will be conducted will remain with the Captain of the charter vessel as it pertains to vessel safety or vessel operation.

2.6 DFO Obligations

DFO will provide the following personnel, equipment, and mission planning information:

- One to three (1 to 3) Fishery Officer(s) and their associated safety equipment for each patrol. (E.g. PFD, steel toed boots, gloves, sunscreen)
- An mission briefing as soon as practicable in writing (E.g. sailing orders)
- Grappling Equipment and rope



- Storage on land for any seized gear
- Rope/straps for securing any seized gear if necessary
- Prior to the commencement of the Contract, Conservation & Protection shall submit a written tentative Operational Plan that shall include:
 - date, time, and point of departure parameters;
 - estimated time at sea per day;
 - estimated date, time, and point of arrival;
 - Destination and areas of operation overarching statement of all patrol operations to be carried out; and
 - list of all C&P apparatus or assisting staff to be taken on board the vessel.
- DFO will not be responsible for food and accommodations for captain and crew of the charter vessel.

2.7 Location of Work, Work site and Delivery Point

- All personnel assigned must be ready to work in close and frequent contact with departmental personnel.
- The vessel and crew will be expected to berth at various ports in or around the Bay of Fundy in New Brunswick and Nova Scotia.

2.8 Language of Work

- English shall be the working language of all deliverables under this Contract. All work will be carried out in English Speaking Environments.

3.0 Travel and Living

- No travel or living expenses will be paid as a result of any contract awarded.

3.1 Relevant Terms, Acronyms and Glossaries

RFP	Request for Proposal
DFO	Fisheries & Oceans Canada
C&P	Conservation & Protection
ISO	International Organization for Standardization
TC	Transport Canada
LO	Lead Officer
Maritimes	Maritimes Region, Fisheries & Oceans Canada
M	Meters – Unit of Measurement
Ft	Foot (Feet) – Unit of Measurement
Nm	Nautical Mile – Unit of Measurement equivalent to 1.852 km or 1.151 miles
MED	Marine Emergency Duty
STCW	Standard for Training, Certification and/or Watchkeeping
Kn	Nautical Miles Per Hour – Unit of Measurement
SWNB	South West New Brunswick
SWNS	South West Nova Scotia



The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex A-1 , and provide it to the *Contracting* Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A-1 NON-DISCLOSURE AGREEMENT

I, _____ , recognize that in the course of my work as an employee or subcontractor of _____ , I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____ , including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Print Name

Date



ANNEX “B” BASIS OF PAYMENT

Pricing and Basis of Payment

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

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

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

Quotes must be for the amount for the entire contract

- Based upon:
 - Three (3) twelve (12) hour sea days per week, weather permitting and DFO staff permitting.
 - Four (4) weeks per billing cycle and three (3) billing cycles for the term of the contract

- Milestones:
 - Provide 6 patrols between August 17 to August 31 – One invoice due by August31
 - Provide 12 patrols between September 1 to September 30 – One invoice due by September 30
 - Provide 12 patrols Between October 1 to October 31 – One invoice due by October 31

Please note:

Re-numeration for any overtime encountered for the vessel’s Captain and crew will be the responsibility of the Contractor. Fuel costs will be compensated for days longer than 12 hours based on the number of hours spent steaming and the average fuel burn for the vessel.

Project Work Initial Contract - August 17 through to October 31, 2020

August 17 through to October 31, 2020 # of Days	# of Hours	Cost Per “Sea Day” (excluding tax)	Total Cost
30 days	12-hour days	\$	\$



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 and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - 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 CHARTER 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:
 - 2.1 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;
 - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
 - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - 2.4 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” CHARTER VESSEL APPLICATION FORM

The M.V. _____ CFV # _____ is hereby offered for charter by the undersigned upon the terms and conditions as indicated within Statement of Work and below:

1. Owner(s)

Name(s)	Address	Phone

2. Vessel and Gear

REQUIREMENTS FOR VESSEL AND GEAR	
Cruising Speed (8 knots minimum)	
Fuel Consumption at Cruising Speed	
Fiberglass, wood or steel construction greater than forty feet overall length. With open stern/ramp	
Fresh water capacity	
Refrigerator	
Stove	
Microwave	
Marine Head (Toilet)	
Smoke Free Wheelhouse	
Designated Smoking area	
Deck Hose Wash down pump and capacity	
Vessel must possess a work station with permanent seating in the wheelhouse. Space must be provided for service of three persons including charts, paperwork, laptops, and communication and.	
Vessel must have clean 110 volt electrical outlet in wheelhouse.	
The vessel shall have a stable 120 Volt AC power supply to run computers and to be able to plug in a freezer for biological samples	
Vessel must have an unobstructed safe working deck space (no deck rollers or raised hatches). Include square footage of deck area	
The vessel must be equipped with lighting for safe and efficient work on the deck at night	
Echo sounder brand and capacity	
Navigation System and Software	
Differential Global Positioning System brand and type	
Chart Plotter model and Date of last chart update	
Marine Radar model, range, heading Sensor Y/N	
Vessel Monitoring System (VMS) Y/N	
Number of VHF radios and models	



Marine Compass	
Any other electronics or communication systems	Please list -
The vessel shall supply a minimum 3 cubic foot freezer, equivalent icebox with ice, or outlet capable of supporting dedicated for biological samples	
Minimum vessel complement during the contract period shall consist of the vessel Master and two (2) crew – provide names	

3. Captain

Name	
Date of Birth	
Address	
Phone	
Certifications required (current/valid) minimum Domestic Vessel Safety (MED-A1) and Basic First Aid	
Masters Certification	
Experience: Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.	
a. Operation of proposed charter vessel (3 years minimum)	(# of years)
b. Experience as master Lobster fishing in heavily tidal influenced waters (E.g. LFA, 35,36,37,38) (3 years minimum)	
c. Experience in Hauling, resetting and grappling for trawl set lobster gear (3 years minimum)	(# of years)
d. Experience with operation, repair, and maintenance of vessel, hauler and derrick (3 years minimum)	(# of years)
e. Experience safely storing/securing lobster gear on deck (3 years minimum)	(# of years)
f. Experience berthing at Bay of Fundy ports in SW New Brunswick and SW Nova Scotia (3 years minimum)	



4. Crew Member #1

Name	
Address	
Date of Birth	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 and Basic First Aid	
Experience: Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.	
a. Experience Lobster fishing in heavily tidal influenced waters (E.g. LFA, 35,36,37,38) (3 years minimum)	(# of years)
b. Experience in Hauling, resetting and grappling for trawl set lobster gear (3 years minimum)	(# of years)
c. Experience with operation, repair, and maintenance of vessel, hauler and derrick (3 years minimum)	(# of years)
d. Experience safely storing/securing lobster gear on deck (3 years minimum)	(# of years)



5. Crew Member #2

Name	
Address	
Date of Birth	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 and Basic First Aid	
Experience: Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.	
a. Experience Lobster fishing in heavily tidal influenced waters (E.g. LFA, 35,36,37,38) (3 years minimum)	(# of years)
b. Experience in Hauling, resetting and grappling for trawl set lobster gear (3 years minimum)	(# of years)
c. Experience with operation, repair, and maintenance of vessel, hauler and derrick (3 years minimum)	(# of years)
d. Experience safely storing/securing lobster gear on deck (3 years minimum)	(# of years)



6. Crew Member #3 (optional, required if rotating crew)

Name	
Address	
Date of Birth	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 and Basic First Aid	
Experience: Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.	
a. Experience Lobster fishing in heavily tidal influenced waters (E.g. LFA, 35,36,37,38) (3 years minimum)	(# of years)
b. Experience in Hauling, resetting and grappling for trawl set lobster gear (3 years minimum)	(# of years)
c. Experience with operation, repair, and maintenance of vessel, hauler and derrick (3 years minimum)	(# of years)
d. Experience safely storing/securing lobster gear on deck (3 years minimum)	(# of years)



7. Crew Member #4 (optional, required if rotating crew)

Name	
Address	
Date of Birth	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 and Basic First Aid	
Experience: Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.	
a. Experience Lobster fishing in heavily tidal influenced waters (E.g. LFA, 35,36,37,38) (3 years minimum)	(# of years)
b. Experience in Hauling, resetting and grappling for trawl set lobster gear (3 years minimum)	(# of years)
c. Experience with operation, repair, and maintenance of vessel, hauler and derrick (3 years minimum)	(# of years)
d. Experience safely storing/securing lobster gear on deck (3 years minimum)	(# of years)



ANNEX “F” to PART 5 - BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ANNEX “G” EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

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

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

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. Upon completion of the RFP process all bidders will be informed of their ranking. (example – 1st, 2nd 3rd or 4th) If the 1st ranked bidder passes their inspection they will be awarded the contract. If the vessel fails the inspection we will contact the 2nd ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or we run out of qualified bidders.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

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

(Where appropriate please include photographs)

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1 Vessel	House-Forward Style Fishing Vessel of steel or fiberglass construction at least 25 (t) Gross Register Tonnage and greater than 40 foot overall length. Open Stern/Ramp. Include copies of official vessel registration with tonnage and LOA		
M2 Vessel	Near Coastal Voyage Class 2 certificate, as a minimum, allowing travel within 25 nautical miles of the coast.		



M3 Vessel	Proof of a successful and current Transport Canada Marine Safety "Notice of Survey" or "Passenger Vessel Inspection Certificate" for the vessel.		
M4 Vessel	Possess a valid Transport Canada Safety Inspection Certificates (valid for 6 or more persons).		
M5 Vessel	Must provide a copy of the vessels Health and Safety Plan that is consistent with Transport Canada Safety Inspection certificates.		
M6 Vessel	Provide and maintain a valid copy for the duration of the contract of the vessel's Transport Canada certificate for safe manning.		
M7 Vessel	Certified gear hauler capable of hauling lobster trawls of up to 75 pots in water depths up to 275 meters. Must accommodate the deployment of fishing gear ranging rope diameters from 3/8" to 7/8". Include copies of certification		
M8 Vessel	Overhead derrick type lift capable of lifting snarled strings of lobster gear. Include copy of certification for derrick		
M9 Vessel	The vessel must possess all lifesaving and safety equipment on board to accommodate the vessel's crew and three C&P personnel. This shall be reflected in all Transport Canada certifications for this vessel for the duration of the contract. (please provide copies of the certification)		
M10 Vessel	Vessel must possess a minimum of one - 8 man (minimum capacity) inflatable or rigid life raft with a valid of certificate of inspection		
M11 Crew	The Master of the vessel must be the holder of not less than a Limited Master Certificate (or equivalent) "Fishing Master IV" certificate acceptable with a successful pass mark on the Transport Canada oral test.		
M12 Crew	Master must have a minimum of three (3) years' experience (Being the master of a vessel) fishing in heavily tide influenced water (Bay of Fundy).		
M13 Crew	At least one crew must have a minimum of three (3) years' experience hauling and resetting fishing gear in heavily tide influenced water (Bay of Fundy).		



M14 Crew	All crew members are to have valid MED Domestic Vessel Safety (former MED A1/A2) and valid Basic First Aid Certificates. (Provide valid copies)		
M15 Crew	Captain and Crew must submit criminal record checks. In light of the current COVID-19 health crisis, DFO is aware that potential bidders are experiencing difficulties in obtaining Criminal Record Checks (CRC). For any potential bidders that are not able to obtain a valid CRC from their local police agency, DFO is asking potential bidders and their crew to self-declare their criminal record and agree to obtain a CRC as soon as this service has resumed with their local police agency. Should a false or inaccurate self-declaration be provided the Department reserves the right to terminate the contract or request that the personnel be replaced with someone equally qualified.		
M16 Crew	Captain and Crew must submit signed non-disclosure agreements		
M17	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		

RATED REQUIREMENTS:

Bidders must attain a rating of at least 77 points in R1 and 91 points in R2 of the maximum possible points in each of the Rated Requirement categories to be considered compliant. Proposals which fail to attain the minimum in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.

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

<p>Bidders should describe and demonstrate:</p> <p>A) Cruising speed of vessel and fuel burn rate.</p> <p>B) Fishery Officer Work Station</p>	<p>A) (10 points) 8 to 15 knots (2 points) More than 15 knots (10 points)</p> <p>B) <u>Space</u> (15 points): Meets minimum requirement (3 seats for Enforcement personnel) (0 points- mandatory minimum) Exceeds minimum requirement (4 or more seats for scientific personal) (15 points)</p> <p><u>Electronics</u> (20 points): Navigation & Radar (10 points)</p>
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<p>C) Electrical Supply</p> <p>D) Deck Space & Accommodation</p> <p>E) Electronic Navigation & Communication Systems</p>	<p>Communications(20 points)</p> <p>C) Separate redundancy of capacity (15 points)</p> <p>D)<u>Deck</u> (5 points) Space of 36 square meters (0 points- mandatory minimum) More (5 points)</p> <p><u>Toilet(s) & Sink</u> (10 points) 1 each (0 points - mandatory minimum) 2 or more (10 points)</p> <p><u>Additional Freezer</u> (not on fridge) (5 points) No (0 Points) Yes (5 Points)</p> <p>F)<u>Electronic</u> (30 points) Minimum requested (0 points) Advanced or Improved Systems (30 points)</p>
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R.2 Captain and Crew (130 points / 91 points minimum)

<p>Bidders should describe and demonstrate:</p> <p>A) Captain</p>	<p>A) <u>Experience as Fishing Captain</u> (20 points) 3 years (0 points) 4-5years (10 points) 6 or more years (20 points)</p> <p><u>Experience with hauling & resetting in heavily tide influenced waters</u> (15 points): 3 years (0 points) 4-5 years (5 points) 6 or more years (15 points)</p> <p><u>Experience operating vessel in heavily tide influenced waters and adverse weather conditions</u> (10 points) 3 years (0 points) 4-5 years (5 points) 5 or more years (10 points)</p> <p><u>Operation of Proposed Charter Vessel</u> (15 Points) None (0 points) 1-2 years (5 points) 3 or more years (15 points)</p> <p><u>Docking Experience Ports Nova Scotia & New Brunswick</u> (10 points) <3 Port (4 points) 3 or more Ports (10 points)</p>
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<p>B) Captain and Crew (all experienced-based rated criteria averaged over all individuals)</p>	<p>B) <u>Experience with hauling & resetting in heavily tide influenced waters</u> (20 points) 3 years (0 points) 4-5 years (10 points) 6 or more years (20 points)</p> <p><u>Crew Complement</u> (20 Points) Rotating (0 points) Set (20 points)</p> <p><u>Grappling Experience</u> (20 Points) None (0 points) Minimal 1-10 times (10 points) Extensive 11+ times- (20 points)</p>
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Total points (R1 and R2): 168 minimum point / 240 points maximum

Those not meeting the minimum score of 77 points in R1 and 91 points in R2 will not be considered further.

BASIS OF SELECTION:

Compliant bidders will be ranked from highest combined points to lowest combined points. The bidder with the highest combined rated criteria points and price points shall be selected and awarded the contract.