



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

Voir dans le document/

See herein

NA

Québec

NA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Beam Trawls	
Solicitation No. - N° de l'invitation F3710-205050/B	Date 2020-12-17
Client Reference No. - N° de référence du client F3710-205050	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-037-18061	
File No. - N° de dossier QCN-0-43121 (037)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-01-13 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Roy, Alain	Buyer Id - Id de l'acheteur qcn037
Telephone No. - N° de téléphone (418) 906-8611 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES PECHEES ET DES OCEANS 850, ROUTE DE LA MER, C.P.1000 MONT JOLI Québec G5H3Z4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This bid solicitation cancels and supersedes previous bid solicitation number F3710-205050/A dated 2020-11-19 with a closing of 2020-12-09 at 2.00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TRAWLS FRAMES

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 SUBMISSION OF BIDS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 REQUIREMENT	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	ERREUR ! SIGNET NON DEFINI.
6.5 AUTHORITIES	12
6.6 PAYMENT	14
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.9 APPLICABLE LAWS.....	15
6.10 PRIORITY OF DOCUMENTS	15
6.11 SACC MANUAL CLAUSES	15
6.12 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	16
6.13 DISPUTE RESOLUTION.....	16
ANNEX A – REQUIREMENT	17
ANNEX B - BASIS OF PAYMENT	20
ANNEX C - PLANS	22

Solicitation No. - N° de l'invitation
F3710-205050/B
Client Ref. No. - N° de réf. du client
F3710-205050

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-0-43121

Buyer ID - Id de l'acheteur
qcn037
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses as well as in Annex A, Statement of Requirements.

1.2 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.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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>) issued by Public Works and Government Services Canada.

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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation:

PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions **2003**, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Due to the nature of the solicitation, bids submitted by facsimile or hardcopy will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "**Bid Challenge and Recourse Mechanisms**" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Submission of Bids

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Due to the nature of the solicitation, bids submitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

The bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation to ensure compliance with this requirement.

Bids that do not meet the mandatory technical criteria will be declared non-responsive.

Notwithstanding the mandatory requirements identified elsewhere in this bid solicitation and its associated technical specifications, the Mandatory Criteria Table must be submitted with the bid documentation at bid closing. The following items are mandatory and the Bidder must submit each of them in order for its bid to be considered responsive.

4.1.1.2 Rated Technical Criteria (Assets)

Each bid meeting all the requirements of the mandatory technical criteria will be evaluated and scored in accordance with the rated, asset-based evaluation criteria detailed below.

4.1.1.3 Table of Technical Compliance – Mandatory Technical Criteria

Description :		Completed and Attached
1.	EXPERIENCE The bidder must demonstrate a minimum of three (3) years of experience in the manufacture of commercial or scientific fishing trawls.	Experience : _____
2.	SUB-CONTRACTING Bidder will not subcontract - Check <input type="checkbox"/> Bidder will use subcontractor - Check <input type="checkbox"/> If the Bidder is to use subcontracting services to manufacture the steel beam trawl frames, the Bidder must submit in its proposal one (1) project (contract) with a minimum value equal to or greater than \$5,000.00 which it has carried out within the last eight (8) years (from the bid closing date). The Bidder must include the following information in its bid ; (i) The project (contract) period (ii) The value of the project (iii) User contact information: contact information which should include the name of the organization, address, contact person, telephone and email. <i>The information provided may be subject to verification with users to attest to the accuracy of the information.</i> <i>If the verification of the information does not meet the above requirements, the submission will be declared non-responsive.</i>	Project : _____ _____

4.1.1.4 Table of Technical Compliance – Technical Criteria (Assets)

#	Criteria	Evaluation Method	Reference	Points / Max
C1	The bidder demonstrates that it has previously manufactured or repaired benthic door trawls.	50 pts: In the last 3 years 40 pts: Over the last 5 years 30 pts: Over the last 8 years		/50
C2	The bidder demonstrates that it has already built scientific fishing gear in the context of a collaboration with Fisheries and Oceans Canada (DFO) or a Canadian university.	30 pts: Collaboration with DFO/Canadian University over the past three (3) years 25 pts: Collaboration with DFO/Canadian University over the past five (5) years 20 pts: Collaboration with DFO/Canadian University over the past eight (8) years		/30

4.1.1.5 Proposed model for answer to criteria no 1 and 2

The bidder should include in his bid the following information:		Description
1.	Experience:	
2.	Project (if applicable):	
(i)	Contract date	
(ii)	Project Value	
(iii)	Brief description	
The contact details of the user, which should include:		
a)	Name of the Organization	
b)	Address	
c)	Contact Person	
e)	Telephone	
f)	E-mail	

4.1.2 Financial Evaluation

Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Bidders must provide prices Delivered Duty Paid (DDP), Fisheries and Oceans Canada, Institut Maurice-Lamontagne, 850, Route de la Mer, Mont-Joli, QC, G5H 3Z4, Canada, Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

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, including Annex A- Requirement; and;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
2. Bids not meeting the requirements of Annex A 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 35 % for the technical merit and 65 % 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 35 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 65 %.
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.
8. In the event that more than one responsive bid obtains the same combined score for Technical Merit and Price, the bid with the highest score for the Technical Merit will be recommended for award of the contract.

4.2.1 Example of Calculation

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 35/65 ratio of technical merit and price, respectively. The total available points equals 80 and the lowest evaluated price is \$50,000.00

		Bidder # 1	Bidder # 2	Bidder # 3
Overall Technical Score		30/80	50/80	80/80
Bid Evaluated Price		50,000\$	60,000\$	70,000\$
Calculation	Technical Merit Score	$30/80 \times 35 = 13.125$	$50/80 \times 35 = 21.875$	$80/80 \times 35 = 35$
	Price Score	$50,000/50,000 \times 65 = 65$	$50,000/60,000 \times 65 = 54.167$	$50,000/70,000 \times 65 = 46.429$
Combined Rating		78.125	76.042	81.429
Overall Rating		3rd	2nd	1st

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must supply the Goods, in accordance with the Requirement at Annex A.

6.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

Option: Goods (Annex B: Table B2)

The Contracting Authority may exercise the option at any time before March 31, 2022 by sending a written notice to the Contractor.

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

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

6.3.2 Supplemental General Conditions

4009 (2013-06-27), Professional Services – Medium Complexity, apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4009/2>

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2022.

6.4.2 Delivery Period

6.4.2.1

All the deliverables of the firm quantity of the Basis of Payment, Annex B (B1) must be received on or before ten (10) weeks after contract awarded.

6.4.2.2

Goods of the Options of the Basis of Payment, Annex B (B2) must be received on or before ten (10) weeks after an amendment to the contract.

6.4.3 Liquidated Damages

1. If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of **\$ 200.00** for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

6.5 Authorities

6.5.1 Contracting Authority - PWGSC

The Contracting Authority for the Contract is:

Name: Alain Roy
Title: Supply specialist
Public Works and Government Services Canada
Telephone: 418-906-8611
Fax: 418-648-2209
E-mail: Alain.Roy.que@tpsgc-pwgsc.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 Technical Authority

The Technical Authority for the Contract is: (will be added at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone No.: _____
E-mail: _____

The Technical 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 Technical Authority, however the Technical 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 Administrative Authority

The Administrative Authority for the contract is: (will be added at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Email: _____

6.5.4 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Email: _____

6.6 Payment

6.6.1 Basis of Payment

i. Initial Contract

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex *B* for a cost of \$ _____ *insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

ii. Contract Extension Option (Goods: Table B2)

During the extended period of the Contract, the Contractor will be paid the firm price of \$ _____ (*insert amount at contract award*) to perform all the Work in relation to the contract extension.

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

6.6.2 SACC Manual Clauses

H1000C (2008-05-12), Single Payment

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>

C6000C (2017-08-17), Limitation of Price

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/7>

6.7 Invoicing Instructions

1. 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.

2. Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 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 Applicable Laws

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

6.10 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 supplemental general conditions 4009 (2013-06-27) Professional Services – Medium Complexity;
- (c) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Plans; and
- (g) the Contractor's bid dated _____ (will be completed at contract award).

6.11 SACC Manual Clauses

G1005C, (2016-01-28) Insurance – No Specific Requirement

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

B7500C, (2006-06-16) Excess Goods

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1>

D9002C, (2007-11-30) Incomplete Assemblies

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D9002C/3>

Solicitation No. - N° de l'invitation
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Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-0-43121

Buyer ID - Id de l'acheteur
qcn037
CCC No./N° CCC - FMS No./N° VME

A9068C, (2010-01-11) Government Site Regulations

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2>

6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid; Fisheries and Oceans Canada, Institut Maurice-Lamontagne, 850, Route de la Mer, Mont-Joli, QC, G5H 3Z4, Canada, Incoterms 2010 for shipments from commercial contractor.

6.13 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

ANNEX A – REQUIREMENT

TRAWLS FISHERIE AND OCEAN CANADA

A) GENERAL

Fisheries and Oceans Canada needs to acquire novel beam trawls for Maurice-Lamontagne Institute, Mont-Joli, Quebec.

B) STATEMENT OF WORK

1.1 INTRODUCTION (Background)

The mandate of the Science Branch of Fisheries and Oceans Canada (DFO) is to provide scientific information essential to the management, conservation and sustainable use of aquatic resources.

Scientists assess the state of stocks and advise resource managers and fisheries industry on conservation and management measures to be adopted to protect exploited species. To do this, stock assessments are carried out for species fished commercially in the Estuary and Gulf of St. Lawrence. Fisheries independent scientific surveys are a central tool in developing stock assessments. For example, DFO has carried out surveys of this type for lobster and rock crab in the Magdalen Islands since 1995.

The lobster stock around the Gaspé peninsula has been growing rapidly in recent years, as have the other lobster stocks in the NAFO 4T zone, which together support commercial fisheries of prime importance for Quebec. However, monitoring of the lobster stock in this area suffers from a lack of fisheries independent scientific surveys. This is because the seabed of the Gaspé area is too rocky and littered with boulders to allow the use of the Nephrops trawl (door trawl) normally used for this purpose in the Magdalen Islands for several years.

To overcome this lack of information in the Gaspé area, DFO has developed prototype beam trawl concepts that should be more tolerant of rocky bottoms. Specifically, three identical beam trawl frames will be built that will allow different internal accessories to be installed to test a total of four protective accessory configurations. The needs related to this call for tenders are aimed at the manufacture of these frames and their accessories in a research and development context which will be done in collaboration with the scientists of the DFO lobster stock assessment team at the Maurice-Lamontagne Institute (MLI) and with the support of specialists at Innovation Maritime (IMAR) in Rimouski.

1.2 REQUIREMENTS TOWARDS THE CONTRACTOR

The overall objective of the project is to manufacture three beam trawl frames approximately 5m wide by 2m high with a total of eight nets, a trawl boarding ramp (mostly a set of rails) and a number of steel grid, cable grid, and internal accessories.

For that purpose, the contractor will need to:

- Be able to manufacture and deliver complete trawls within a 10 week period starting immediately after delivery of production plans.
- Be available to collaborate with DFO scientists and IMAR specialists at the start of the contract in order to resolve certain technical limitations and complete production plans. Note: the plans provided with this call for tenders are only the preliminary plans produced by IMAR for DFO. Some modifications could be made during the development period of production plans which is outside the 10 week period for the manufacture of trawls.

- Be able to make repairs or obtain subcontracting services to make repairs on trawls within **two (2) DAYS** after notification during the experimental period of May-June 2021, at the Maurice-Lamontagne Institute (MLI), Mont-Joli, Quebec.
- Be able to make repairs or obtain subcontracting services to repair beam trawls within **two (2) HOURS** of notification during the experimental period (at sea) from September-October 2021, in Rivière-au-Renard, Quebec.

1.3 SCOPE

The manufacture of the trawls will be done at the contractor's workshop. Trawls must be delivered and inspected at the MLI.

1.4 DESCRIPTION OF WORKS (Tasks)

The contract will begin with close collaboration between the contractor, DFO scientists and IMAR engineers to complete the development of production plans. The production and delivery time (10 weeks) only starts after the approval and delivery of the production plans.

The three metal frames of the trawls will be identical and each can be used with the various internal obstacle avoidance accessories. The three rigid metal grids will be identical and each made of three sections for easy disassembly and transport. Once mounted on the trawl, these grids can be rigidly fixed to the frame (grid without movement), or fixed by a pivot on the front part and free to pivot upwards in their rear part to accommodate the passage of a big obstacle inside the trawl. In total, four accessory configurations can therefore be obtained, which are: 1) no protection, 2) protection by fixed grid, 3) protection by pivoting grid and 4) protection by flexible cable grid.

Different bets will be required for each protection configuration, for a total of eight nets. The rockhopper-rolling rocker system (hereafter referred to as the rockhoppers) will be specific to each group of two nets. More specifically, there should be:

- Specific nets for use in absence of internal grid (in this case, the rockhoppers will hang behind the trawl, forming a semi-circular arched footgear during operation).
- Specific nets for when the steel grid is rigidly attached to the frame of the trawl. In this case, the rockhoppers will pivot directly from the last segment of the steel grid and the footrope will remain linear while fishing rather than forming an arch.
- Specific nets for when the steel grid is free to pivot upwards in its rear part. In this case, the rockhoppers will be attached directly to the last segment of the grid and the net will need to be able to accommodate upward movement of the grid when an obstacle lifts it.
- Specific nets whose rockhoppers are attached directly to the last cable of the flexible cable grid. In this case, the rockhoppers and footrope will hang behind the trawl forming an arch.

At least one net for each internal protection configuration will be fitted with a pebble pass so that each of these configurations can be tried out either with or without pebble pass. Finally, a tilting ramp will also have to be built, which will have to be able to tie up to the stern of the boat to support the trawl when it is lifted out of the water and to bring it horizontally above the vessel's deck.

The complete production of material may therefore include up to...
(See Basis of Payment for quantities included in the Firm Part):

- Three 5,16 m wide by 2,21 m high (identical) trawl steel frames with wheels.
- Three rigid steel grids (each comprised of three separate sections).
- Two (flexible) cable grid.
- Eight nets, including five with a pebble pass.
- A tilting receptacle (ramp) to hoist the trawls on the boat.
- Four baculs, two curved and two straight. A bacul is a steel pole that goes between the three chains attached to the triangle link and the frame of the trawl.
- Two (supplementary) kits of fittings comprising the swivels, the hammerlock and the figure 8 link, as seen in the plans for the configuration without internal grid.

The preliminary plans are attached in Annex C, and are separate for the frame part and the net part. The preliminary plans for the trawl receptacle (ramp) as well as additional information for the nets (pebble pass and deployed shape of the nets in side view) are also presented in appendix C. Additional details on obstacle avoidance accessories will be provided by DFO during the last phase of development of the production plans over the course of a three party partnership (DFO, IMAR and the contractor).

1.5 SUPPORT AND EQUIPMENT

The contractor shall provide the parts, materials, labor and equipment (tools) necessary for the manufacture of the trawls and the receptacle, with the exception of the production plans. At the start of the contract, DFO will call on the expertise of the contractor to help finalize production plans in concert with IMAR. If the contractor must use subcontracting services to fulfill certain parts of his obligations, he will have to take full responsibility for managing this subcontracting (coordination, deadlines, amounts, etc.).

Timeframe for the Completion of Work:

The contractor will have 10 weeks to complete the deliverables and must notify DFO of any setback to the smooth running of the work as soon as a setback occurs, if any.

1.6 DELIVERABLES

The deliverables for this project are the three trawl frames with their accessories (nets, rockhoppers, netting, steel grid, etc.) and the embarkation receptacle, manufactured according to the production plans, the number of copies detailed in the section on the description of the work, all delivered and inspected at the MLI.

1.7 SUGGESTED PRICE

On the basis of the preliminary plans provided as part of this call for tender, bidders must submit a price for the complete realization of the deliverables, *i.e.* all parts of the trawls described in the section "description of the work" and detailed in Annex B for Basis of Payments, below.

Solicitation No. - N° de l'invitation
F3710-205050/B
Client Ref. No. - N° de réf. du client
F3710-205050

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-0-43121

Buyer ID - Id de l'acheteur
qcn037
CCC No./N° CCC - FMS No./N° VME

ANNEX B - BASIS OF PAYMENT

BASIS OF PAYMENT

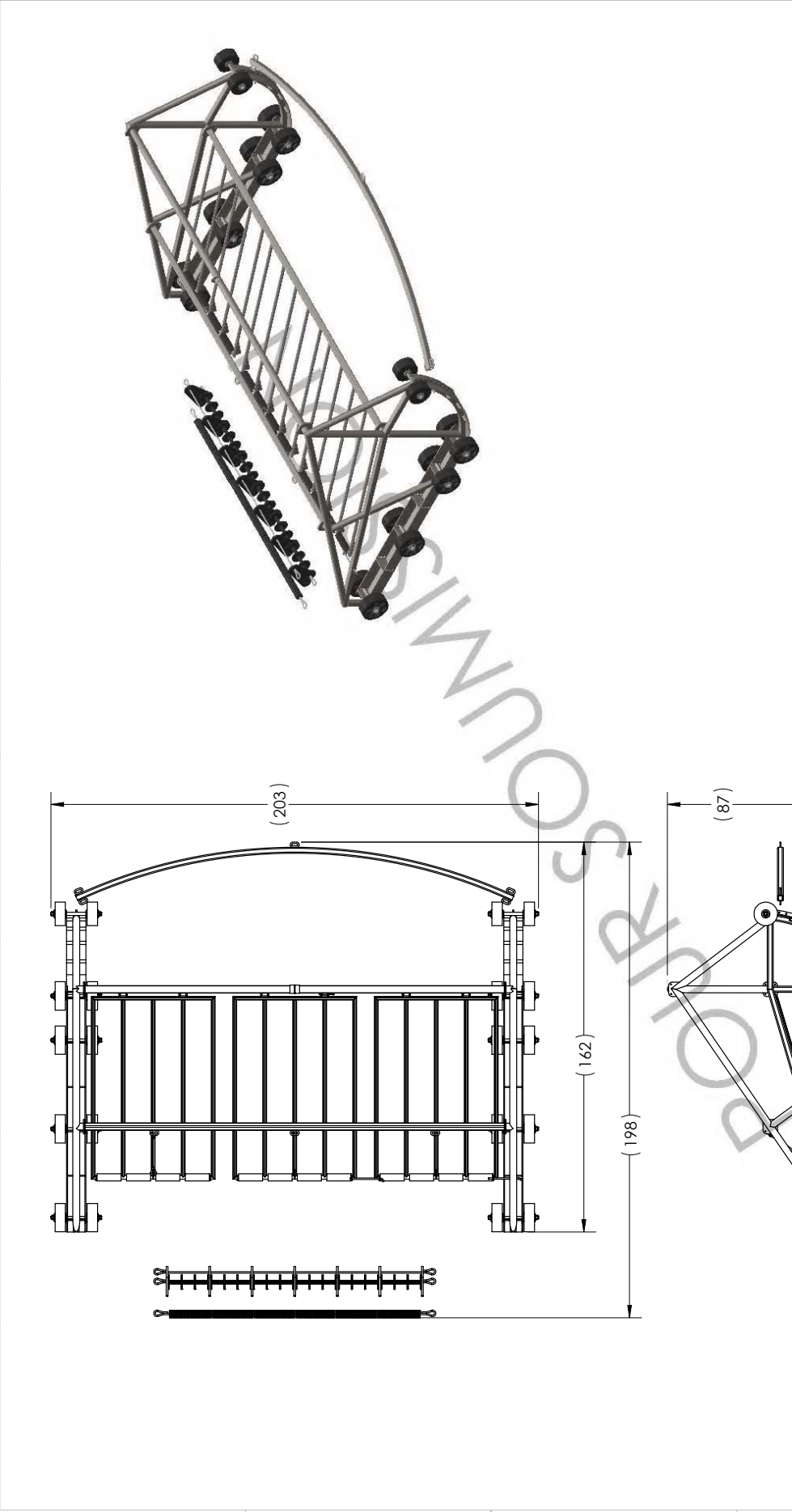
B1 - Firm Part

Item #	Description	Qty	UD	Unit price	Item total
All the items below in accordance with Annex A - Statement of Requirements as well as the plans in Annex C.					
1	Steel frames with their wheels and side nets	1	EA	\$	\$
2	Straight tow bar with cables and eyelets	1	EA	\$	\$
3	Curved tow bar with cables and eyelets	1	EA	\$	\$
4	Rigid steel grids	1	EA	\$	\$
5	Net with P.P., for use without grid	1	EA	\$	\$
6	Net with P.P., for use with rigid steel grid	2	EA	\$	\$
7	Rockhoppers for nets used without grid	1	EA	\$	\$
8	Rockhoppers for nets used with rigid steel grid	1	EA	\$	\$
9	Additional fittings kits (hammerlock and swivels)	1	EA	\$	\$
10	Folding transport boxes of sufficient size to include the net with its footrope and one rockhopper. (example for information: Uline H1737 with cover H4107)	3	EA	\$	\$
DDP (Mont-Joli, Quebec, Canada), including customs duties, handling and delivery.					\$
TOTAL =					\$
Note 1) Prices excluding Applicable Sales Taxes. Note 2) P.P. = pebble-pass					

B2 – Optional Part

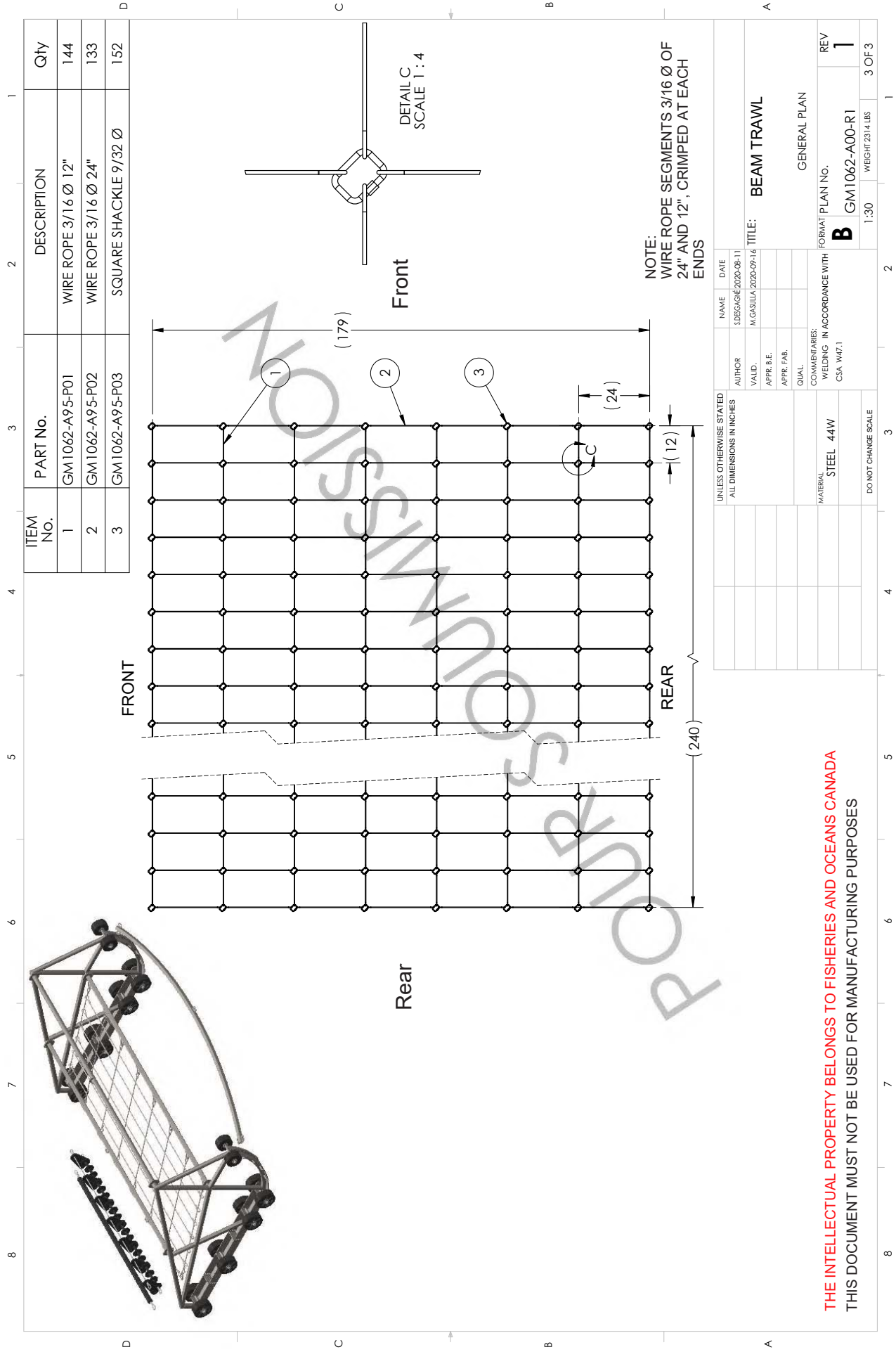
Item #	Description	Qty	UD	Unit price	Item total
The firm prices below are applicable if an option is put in place before March 31, 2022.					
All the items below in accordance with Annex A - Statement of Requirements as well as the plans in Annex C.					
1	Steel frames with their wheels and side nets	2	EA	\$	\$
2	Straight tow bar with cables and eyelets	1	EA	\$	\$
3	Curved tow bar with cables and eyelets	1	EA	\$	\$
4	Rigid steel grids	2	EA	\$	\$
5	Flexible cable grids	2	EA	\$	\$
6	Net w/o P.P., for use without grid	1	EA	\$	\$
7	Net w/o P.P., for use with rigid free to rotate	1	EA	\$	\$
8	Net with P.P., for use with grid free to rotate	1	EA	\$	\$
9	Net w/o P.P., for flexible wire rope grid	1	EA	\$	\$
10	Net with P.P., for flexible wire rope grid	1	EA	\$	\$
11	Rockhoppers for nets	1	EA	\$	\$
12	Rockhoppers for nets	1	EA	\$	\$
13	Rails for hosting the trawl onboard	1	EA	\$	\$
14	Folding transport boxes of sufficient size to include the net with its footrope and one rockhopper. (example for information: Uline H1737 with cover H4107)	1	EA	\$	\$
DDP (Mont-Joli, Quebec, Canada), including customs duties, handling and delivery.					\$
TOTAL =					\$
Note 1) Prices excluding Applicable Sales Taxes. Note 2) P.P. = pebble-pass					

8 7 6 5 4 3 2 1

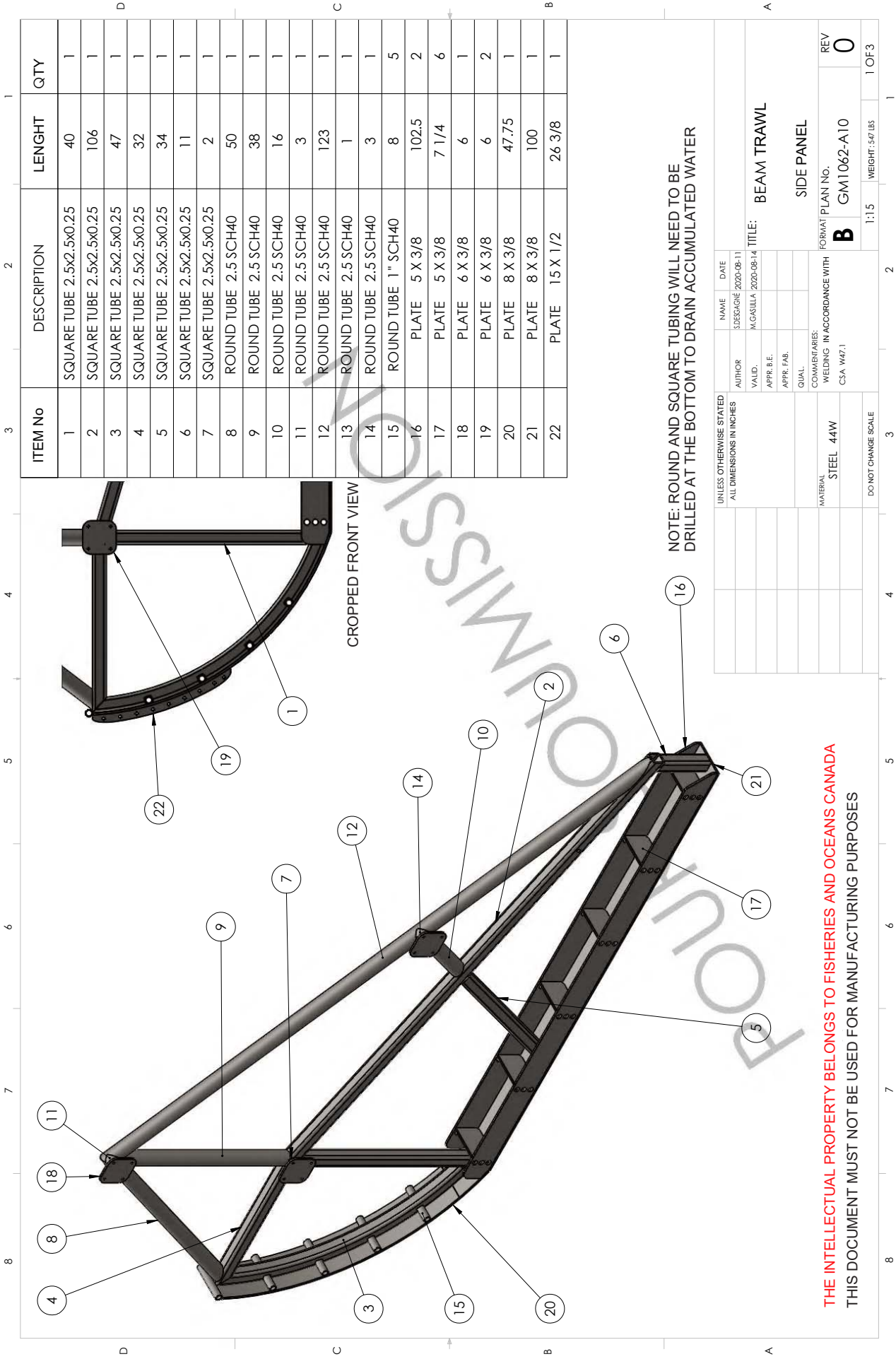


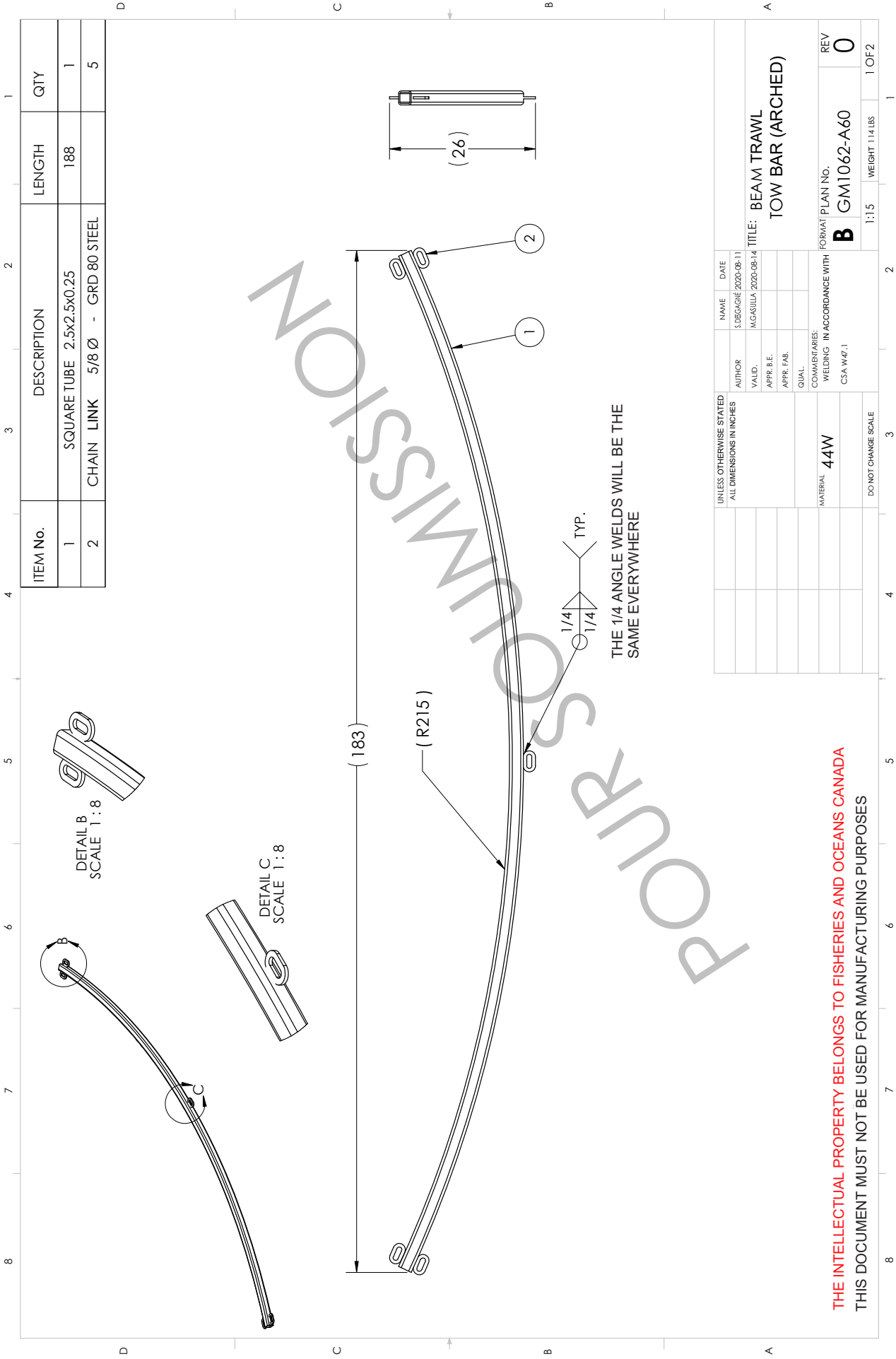
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AUTHOR		3353GAG/2020-08-11	
VALID.		M. GASULLA, 2020-09-16	
APPR. E.E.			
APPR. F.A.B.			
QUAL.			
COMMENTS:		GENERAL PLAN	
MATERIAL		STEEL 44W	WELDING IN ACCORDANCE WITH CSA W47.1
DO NOT CHANGE SCALE			
TITLE		BEAM TRAWL	
PLAN No.		GM1062-A00-R1	
REV		1	
FORMAT		B	
WEIGHT		2314 LBS	
2 OF 3			

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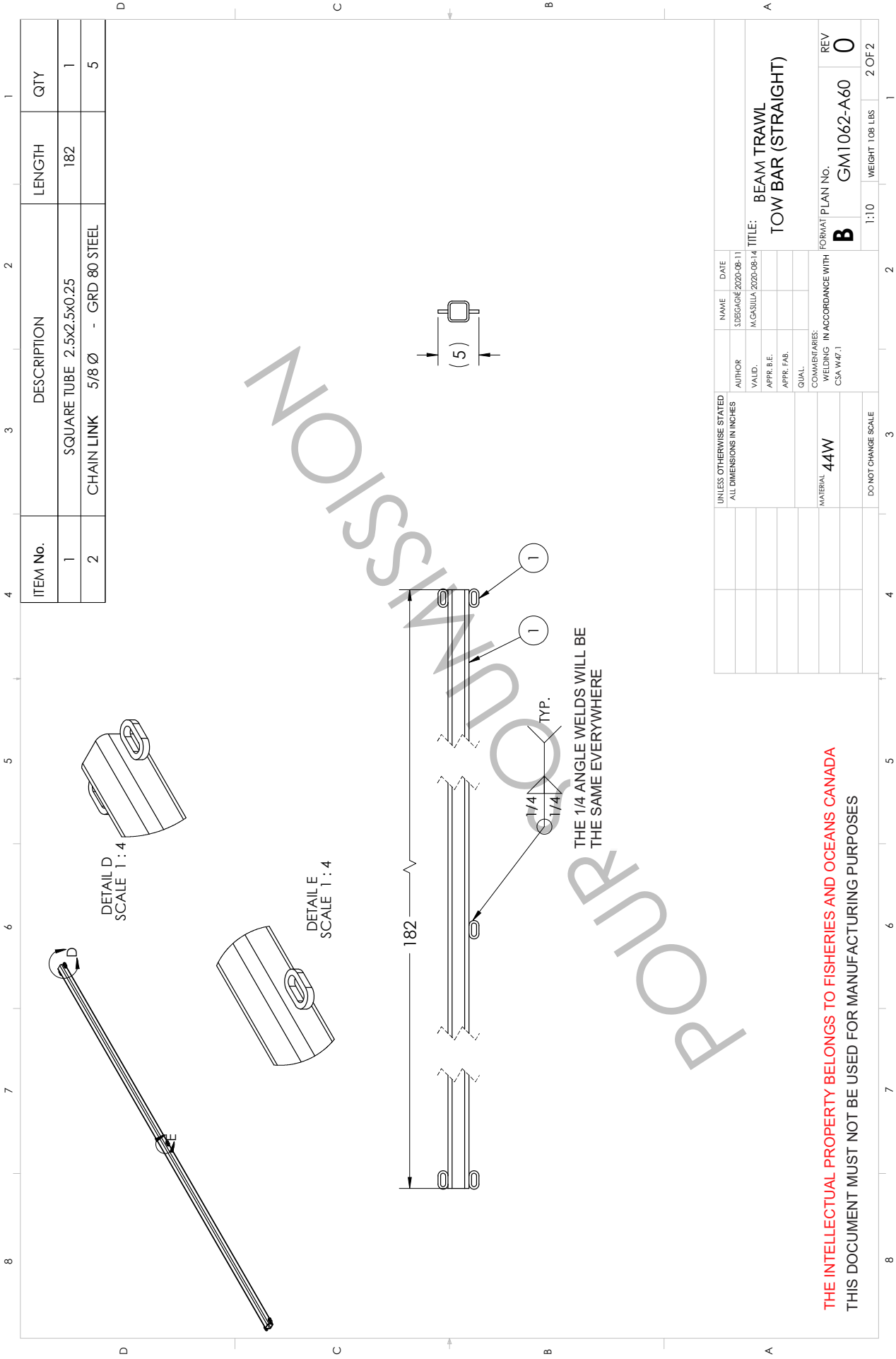


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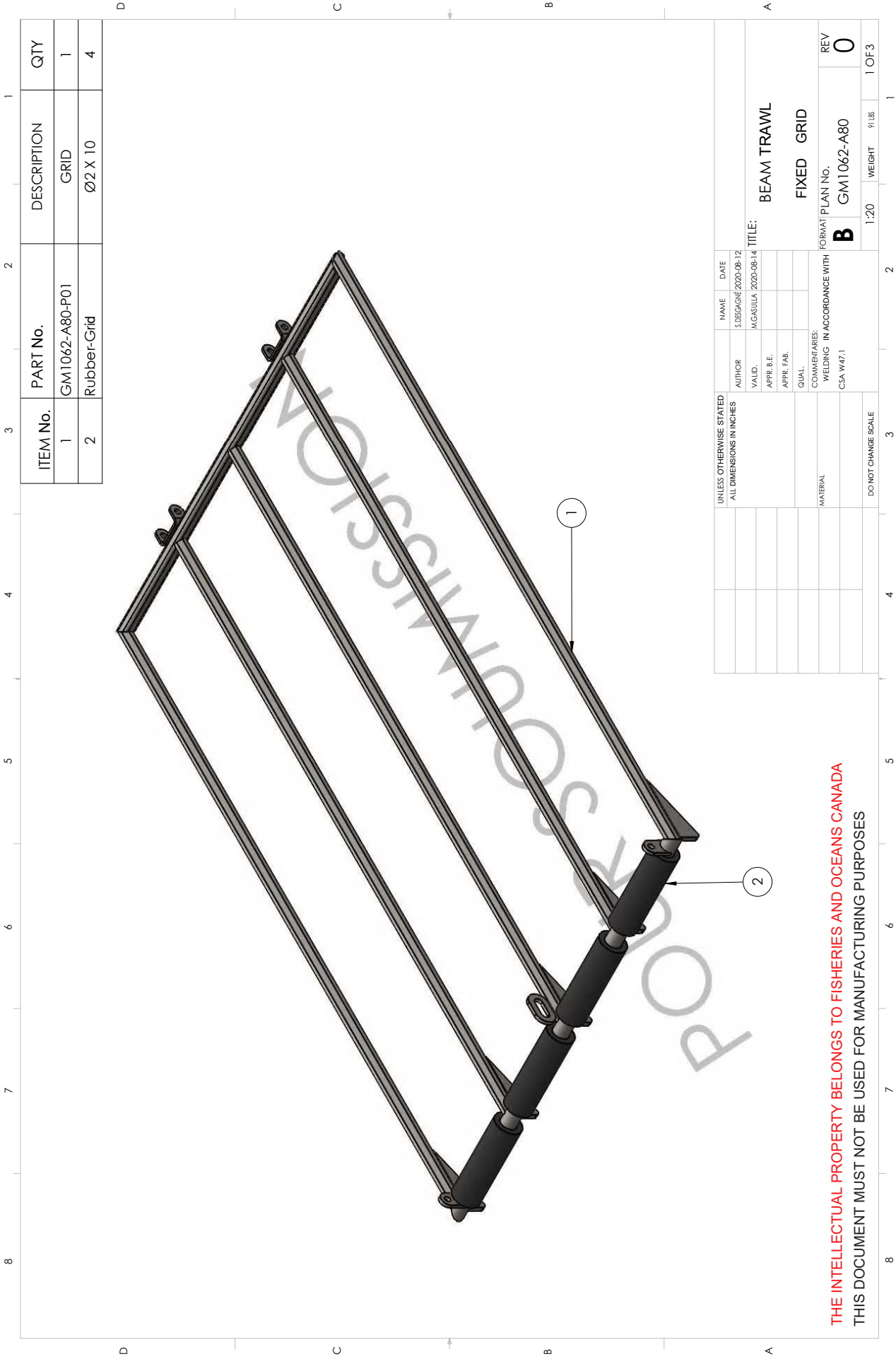




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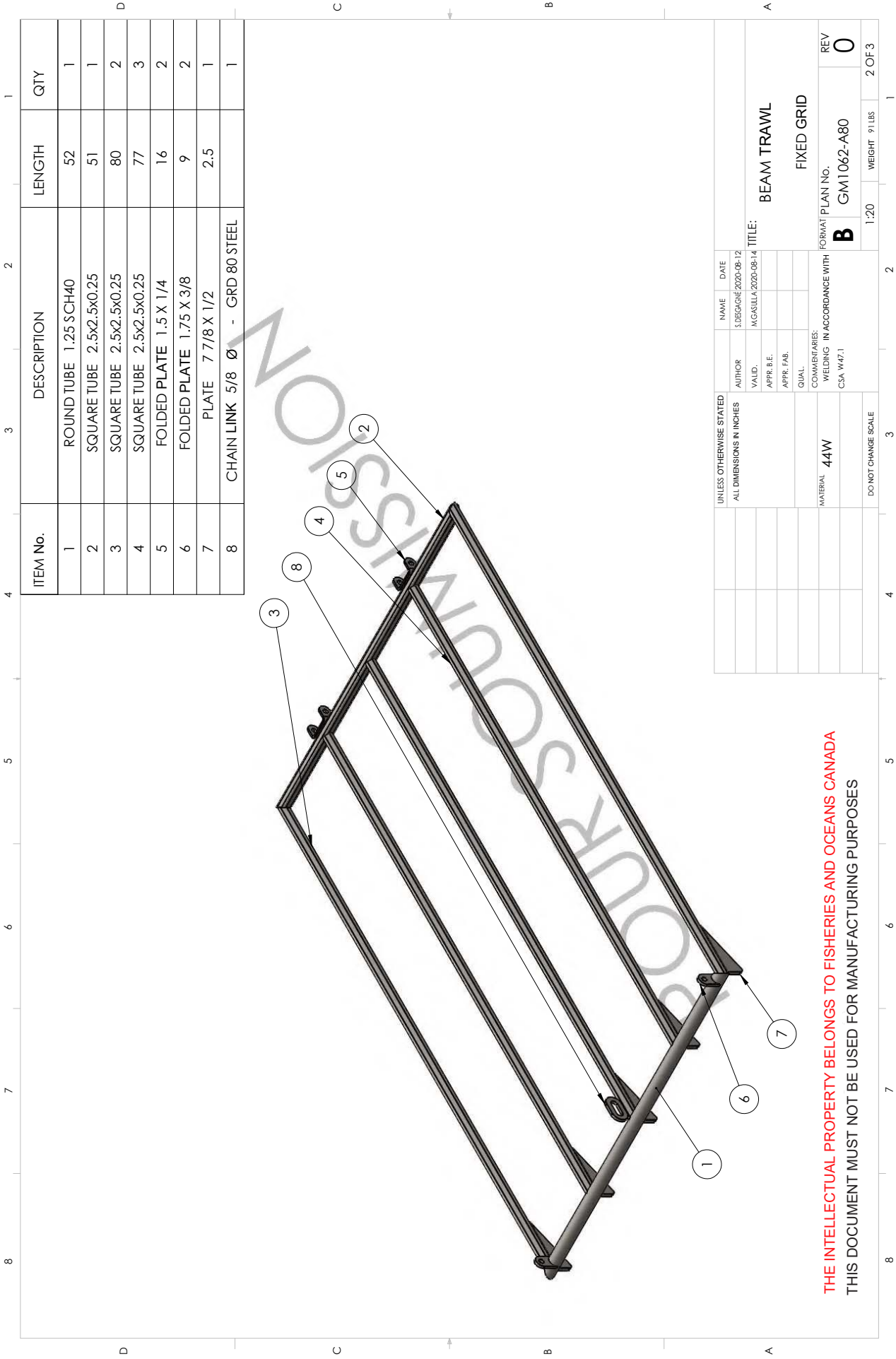


ITEM No.	PART No.	DESCRIPTION	QTY
1	GM1062-A80-P01	GRID	1
2	Rubber-Grid	Ø2 X 10	4

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		VALID.	MGASILLA	2020-08-14
		APPR. E.E.		
		APPR. F.A.B.		
		QUAL.		
		COMMENTS:		
		MATERIAL		
		WELDING IN ACCORDANCE WITH		
		CSA W47.1		
DO NOT CHANGE SCALE				

TITLE:		BEAM TRAWL
FIXED GRID		
PLAN No.	FORMAT	REV
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1:20	WEIGHT	1 OF 3

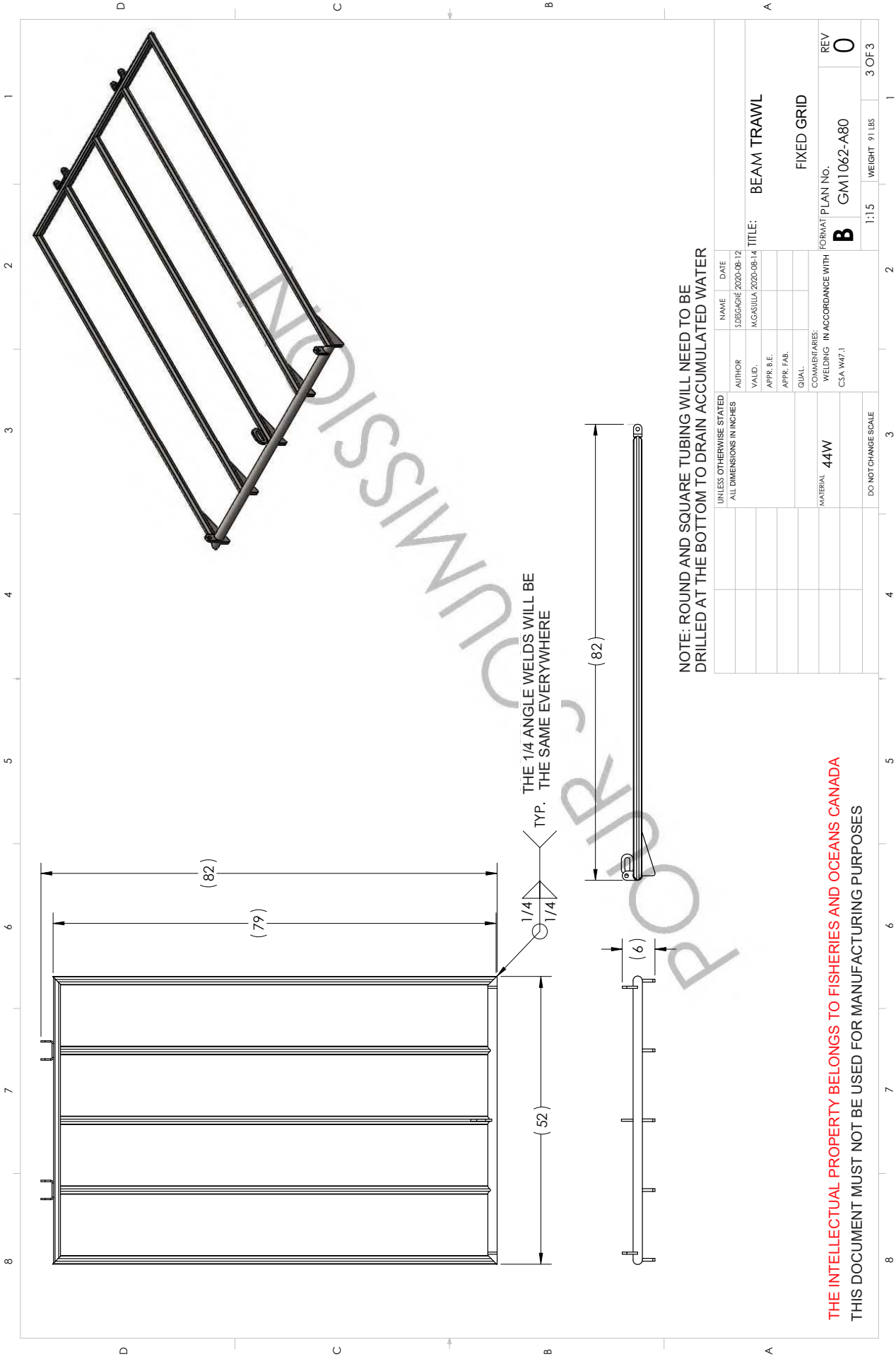
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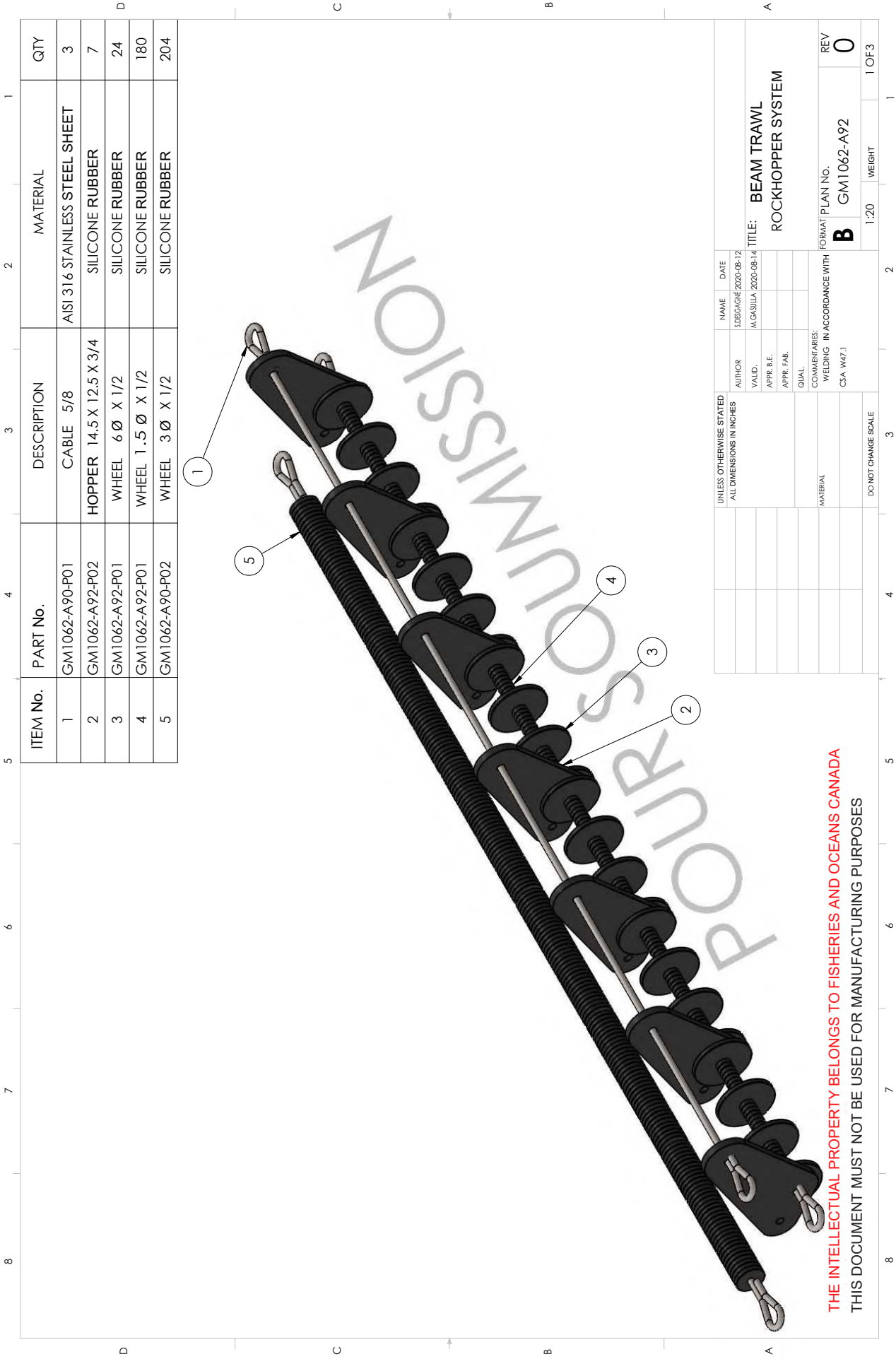
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		VALID.	M.GASULLA/2020-08-14	3/25/2020
		APPR. E.E.		
		APPR. F.B.		
		QUAL.		
		COMMENTS:		
		WELDING IN ACCORDANCE WITH		
		CSA W47.1		
		DO NOT CHANGE SCALE		

TITLE:		BEAM TRAWL	
FIXED GRID		PLAN NO.	
B		GM1062-A80	
REV		O	
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2		2 OF 3	

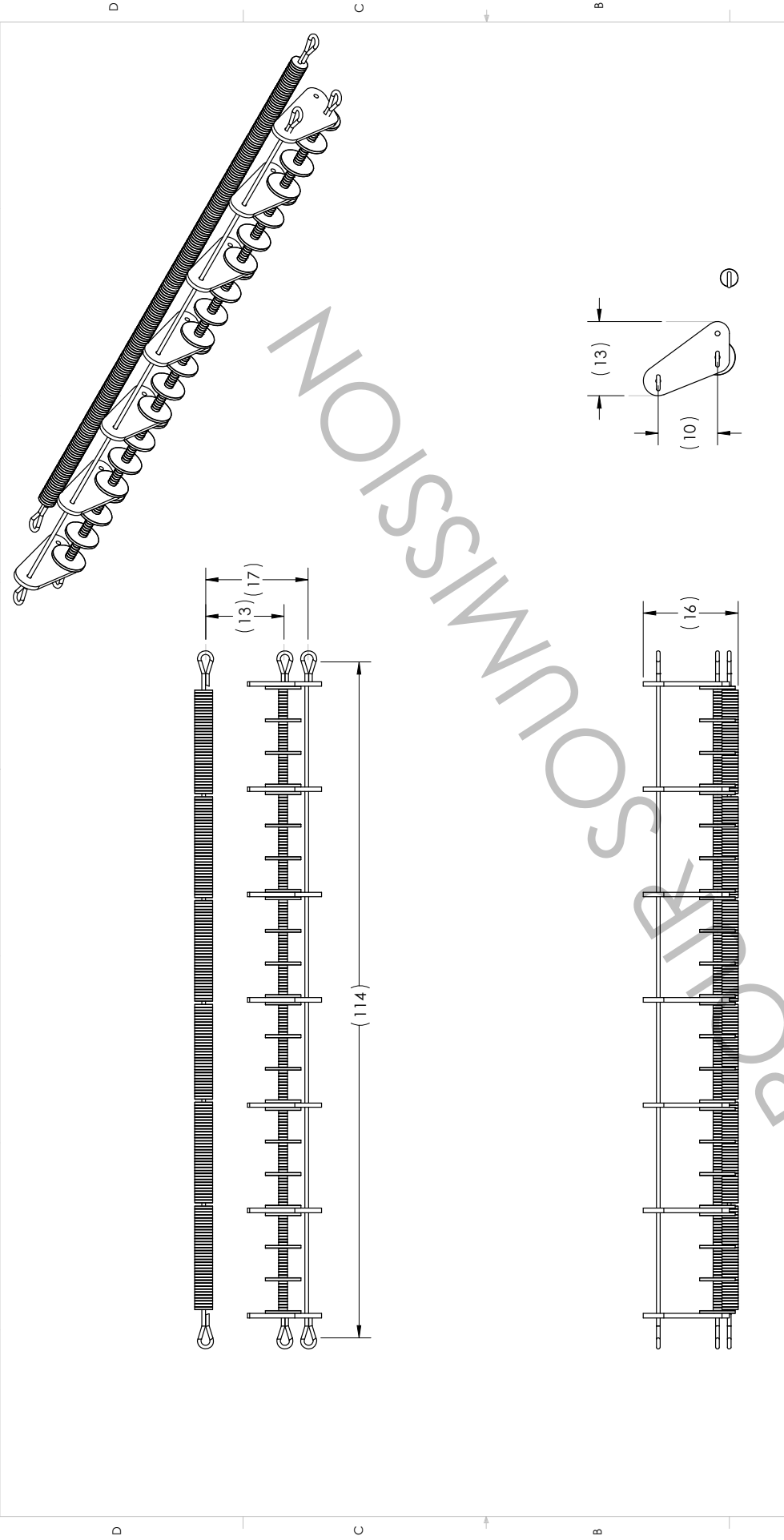
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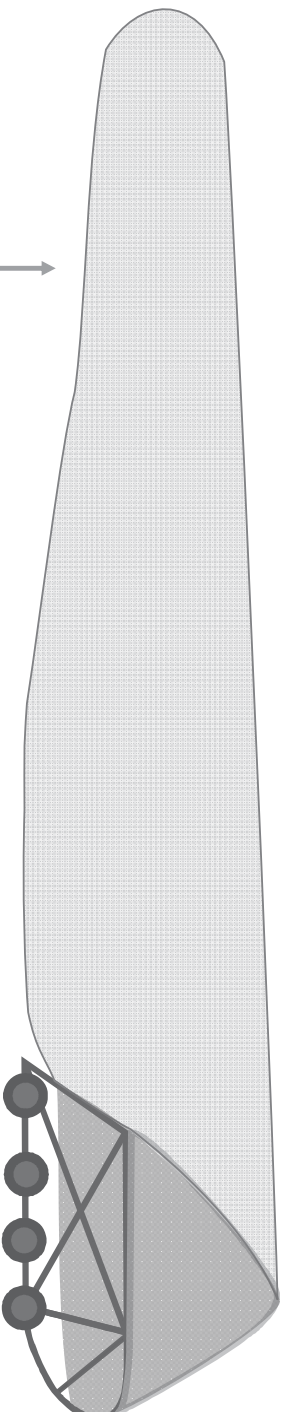


1 2 3 4 5 6 7 8

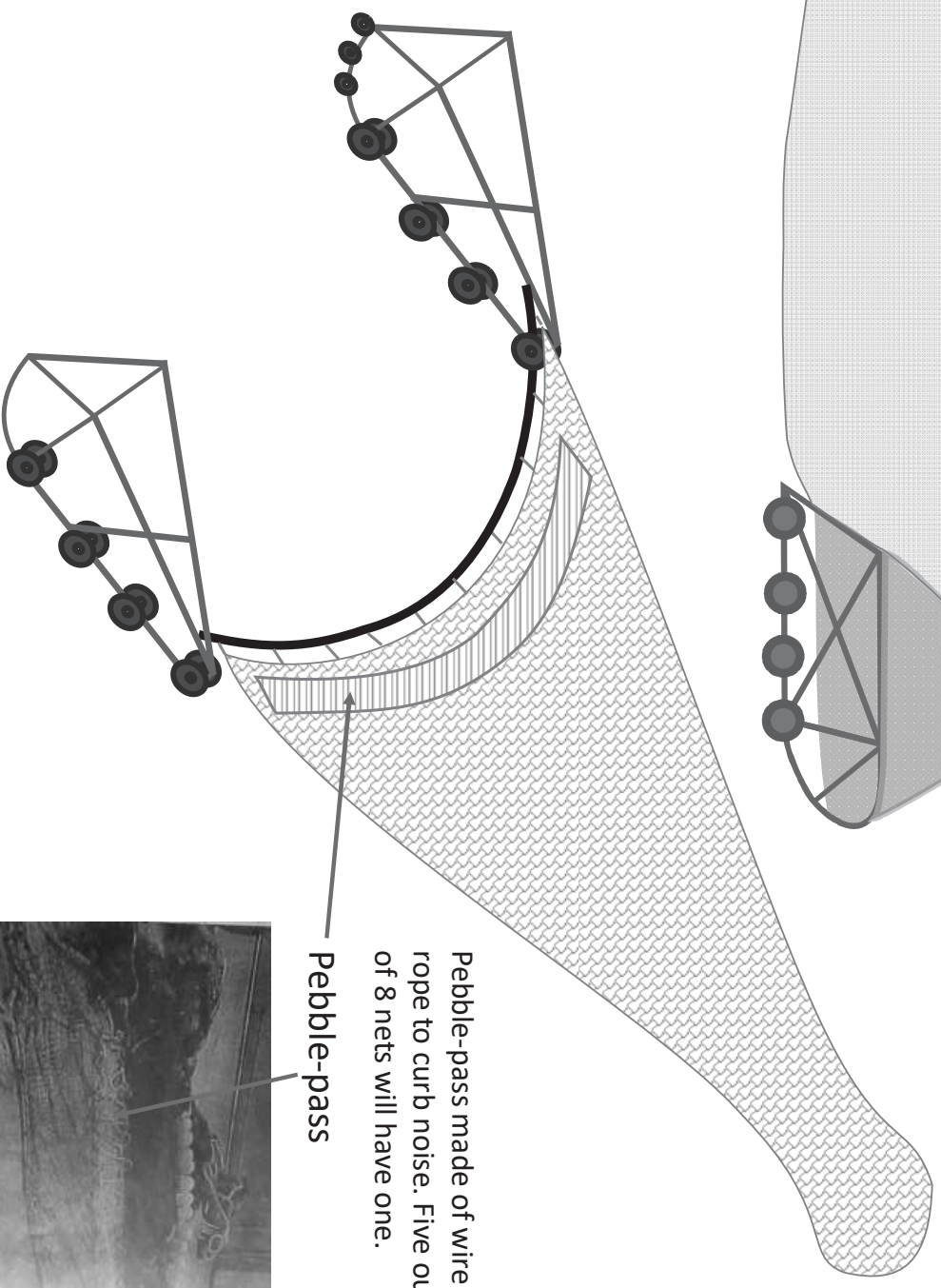


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VALID		M.GASILLA	2020-08-14
APPR. E.E.			
APPR. F.B.			
QUAL.			
COMMENTS:		TITLE:	
WELDING IN ACCORDANCE WITH		BEAM TRAWL	
CSA W47.1		ROCKHOPPER SYSTEM	
DO NOT CHANGE SCALE		FORMAT PLAN NO.	
		B GM1062-A92	
		REV	
		O	
		1:16	
		WEIGHT	
		2 OF 3	

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The cod end do not
scrape on the ocean
floor (side view)



Pebble-pass made of wire
rope to curb noise. Five out
of 8 nets will have one.



Scheme of the trawl receptacle

