



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des
sousmissions

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: Kimberly.Walker@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

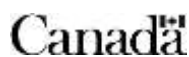
Proposal to: Fisheries and Oceans
Canada

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 Fishing Vessel, Captain, and Crew for Annual Inshore Scallop Assessment Survey: Scallop Production Areas 1, 3, 4, 5, and 6.		Date March 12 , 2021
Solicitation No. – N° de l'invitation F5211-210012A		
Client Reference No. - No. de référence du client F5245-210001A		
Solicitation Closes – L'invitation prend fin At /à : 14:00 ADT(Atlantic Daylight Time) On / le : March 30, 2021		
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 F5211-200012 dated January 12, 2021 with a closing of February 23, 2021 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

There is no security requirement associated with this bid solicitation

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 \$26,400 for goods and under \$105,600 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 Maximum funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$200,000.00** (Applicable Taxes excluded). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



3.1.2 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.

3.1.3 Exchange Rate Fluctuation

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

3.1.4 SACC Manual Clauses

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 [A0222T \(2014-06-26\)](#), Evaluation of Price –Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. 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.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.2 Basis of Selection- Highest Rated Within Budget



1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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 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.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 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.



5.2 Additional Certifications Precedent to Contract Award

5.2.1 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:** _____

5.2.2 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.

5.2.3 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.

5.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____



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

5.2.5 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory

5.2.6 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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from contract award to April 30, 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (4) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: 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** (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex F, Charter Vessel Application Form
- (i) 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 \$26,400.00 for Goods and under \$105,600.00 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](#) (2018-06-21) 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

Fishing Vessel, Captain, and Crew for Annual Inshore Scallop Assessment Survey: Scallop Production Areas 1, 3, 4, 5, and 6.

1.2 Introduction

Scientific assessment surveys for Scallop Production Areas (SPA) 1, 3, 4, 5, and 6 take place annually, between June and September. These surveys provide information on the abundance, size and age composition, growth and spatial distribution of scallops as well as data on the other species of fish and invertebrates caught in the drag. Data obtained from the surveys are the source of fishery independent data for the scallop stock assessment and advice.

1.3 Estimated Value

The estimated usage during this contract is 34 sea days for a total annual cost of \$200,000 each year.

The charter shall provide an all-inclusive cost for a "Sea Day" based on: all vessel operating costs, crew wages, adequate food and fresh water for Fisheries and Oceans Canada (DFO) personnel and the crew, vessel maintenance and repair costs, fuel and oil, dump table and vessel wharf fees for the duration of the contract period.

No costs associated with the vessel or its crew will be the responsibility of DFO.

The total value of the charter shall not exceed \$200,000 per year, including travel and living expenses and all applicable taxes.

1.4 Contract Period

Contract award through to April 30, 2022, (approximately 12 Months) with options to renew for 4 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be:

May 1, 2022 through to April 30, 2023,

May 1, 2023 through to April 30, 2024,

May 1, 2024 through to April 30, 2025 and

May 1, 2025 through to April 30, 2026.

The Project work will take place between June 1 and September 30 of each year. Thirty-four (34) sea days will be required each year. Exact dates will be determined by the DFO scientist in-charge.

NOTE: Due to COVID-19 the number of "Sea Days" could be reduced. The actual number of sea days conducted will be at the discretion of the project authority.

1.5 Contract Area of Operation

The work will be conducted throughout Grand Manan (SPA 6), Bay of Fundy (SPA 1, 4, 5) and approaches (SPA 3).



The vessel must be willing to berth at various ports in the Bay of Fundy and SW Nova Scotia for the duration of the project. Note: These will be determined by operational requirements.

1.6 Objectives of the Requirement

The objective of the contract is the successful completion of one tow per station, up to a maximum of 800 stations, over a period of 34 sea days in 2021 and each option year if exercised, using scallop survey gear supplied by DFO. Fisheries and Oceans Canada representatives may sample scallops and other invertebrate species and/or fish for stock status indices, and keep them for subsequent biological studies if required.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor will provide a vessel that has a workspace in the wheelhouse for set up of scientific computers and equipment, with a secondary GPS feed. The vessel must have covered deck workspace for 2 or 3 scientific personnel to count, measure, and sample catch from each tow. The scientist in-charge and one additional science personnel will be onboard for all 34 sea days

The Work consists of successful completion of one tow per station, up to a maximum of 800 stations, over a period of 34 sea days in 2021 and each option year if exercised, using scallop survey gear supplied by DFO. The work at each station will be considered complete when a tow has been successfully completed according to established protocols and all data recorded (the success will be determined by the DFO scientist-in charge onboard). The required data consists of;

- An electronic log of the tow track and distance
- Start and end position, time, depth, tow direction, tide cycle and volume of catch
- Shell height frequency of scallops caught in the lined and unlined drags of the gear
- A biological sample of scallops if deemed appropriate by the DFO scientist onboard
- Sex and length measurements of all lobster, octopus, squid, and skates caught
- Length measurements of all commercial fish species

Note: A typical work day may be from 8 to 18 hours a day with the vessel staying at sea for up to ninety-six (96) hours.

The survey operates under a scientific fishing license which prohibits the retention of animals for sale.

2.2 Specifications and Standards

MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR

- Greater than 25.5 gross registered tonnage
- Fibreglass, wood or steel construction greater than forty five feet overall length.
- The vessel must have, throughout the standby period, all inspection certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations
- The vessels winches must be rigged with 5/8 inch or greater warp thickness of at least 300 Fathoms length to be capable of towing at depths of 80 Fathoms. The winch is to have valid certification for load limit and safe operation



- The vessel must be capable of towing 9 gang miracle gear.
- The vessel must supply dump table which meets all requirements of scientific work (capable of landing a full set of scallop fishing gear and tow bar, and can be modified with dividers to separate the 9 drags).
- The vessel must be equipped with DGPS and plotter, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Radar, Cellular Telephone and computer
- The vessel must be equipped with Olex navigation software and a secondary, separate GPS feed for the science computer.
- The vessel must have a stable 120 Volt AC power supply to run computers and to be able to plug in a freezer for biological samples
- The vessel must be equipped with acceptable lighting for safe and efficient work on the deck at night
- The vessel must possess a covered workspace on deck for scientific sampling of catch with reasonable access (close proximity) to deck for ease of transfer of specimens
- Vessel must have an unobstructed safe working deck space (no deck rollers or raised hatches).
- The vessel shall supply a minimum 3 cubic foot freezer or equivalent icebox with ice dedicated for biological samples
- Three berths for scientific personnel, two of which are separate accommodations for female scientific personnel with full locking door, in addition to crew requirements.
- The vessel must be equipped with adequate and private washroom facilities (flush toilet and sink with hot water and a securable full door)
- Minimum vessel complement during the contract period shall consist of the vessel Master and three (3) crew members including Mate

2.3 Technical, Operational and Organizational Environment

The Contractor is to provide the vessel and crew for the scallop assessment survey to take place. There are various survey designs used to structure the survey depending on the SPA being surveyed. All protocols for these designs have been established and will be used by the scientist-in-charge while aboard. Along with scallops, bycatch species are also measured and counted. Data obtained from the surveys are the source of fishery independent data for the scallop stock assessment and advice.

2.4 Method and Source of Acceptance

Work will be deemed acceptable provided all stations are successfully completed according to established protocols and all data recorded within the given timeframe (the success will be determined by the DFO scientist-in-charge onboard).

2.5 Reporting Requirements

The reporting requirements of this contract will be the responsibility of the DFO-scientist-in-charge.

2.6 Project Management Control Procedures

The individual identified in the proposal as the scientist-in-charge shall: determine scheduling of sailing and landing dates, daily objectives to accomplish, all required tows and associated data collection on time and within budget. Progress will be discussed with the Contractor and work plan adjusted as weather or circumstances requires.

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.

2.7 Ownership of Intellectual Property

Delivery of goods/services does not lead to the creation of intellectual property.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

There is no requirement for access by the contractor to DFO facilities, documentation or networks.

DFO scientist-in-charge will provide and deliver to the vessel; 9 gang scallop drag, netting to line the drags, shackles, rings, rubbers, rope, twine, and all scientific equipment to be used during the survey.

3.2 Contractor's Obligations

The Contractor must provide a vessel and crew as specified in section 2.2 of this document.

During the contract period the vessel and crew must be ready to sail upon twelve (12) hours' notice.

The vessel and crew must be able to stay at sea for periods up to ninety-six (96) hours.

The vessel must be willing to berth at various ports in the Bay of Fundy and SW Nova Scotia for the duration of the project. Note: These will be determined by operational requirements

The Contractor will coordinate with the Project Authority to arrange for transportation of the provided fishing gear. The fishing gear provided by DFO shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment.

CAPTAIN REQUIREMENT

- safe and efficient operation of the vessel
- coordination of the provisions for the vessel
- work closely with the scientist-in-charge to determine the work plan for each day/trip.
- conduct assigned number of tows according to established protocols

CREW REQUIREMENTS

- safe and efficient handling of scallop fishing gear
- assist in sampling procedures according to scientist-in-charge
- assist in bycatch identification and measuring

The Contractor shall label all equipment/furnishings as being the property of Canada.

3.3 Location of Work, Work site and Delivery Point

The work will be conducted onboard the contractor's vessel throughout Grand Manan (SPA 6), Bay of Fundy (SPA 1, 4, 5) and approaches (SPA 3)

The vessel must be willing to berth at various ports in the Bay of Fundy and SW Nova Scotia for the duration of the project. Note: These will be determined by operational requirements



3.4 Language of Work

The language of work and deliverables is English

3.5 Special Requirements

Work will be performed under a Section 52 Science licence accompanied by a Maritimes Region Fisheries Research Notice held by DFO.

3.6 Insurance Requirements

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

Upon contract award the successful bidder will be required to supply proof of insurance.

3.7 Travel and Living

All travel costs and living expenses for the Captain, Crew and vessel are the responsibility of the Contractor or Individual. DFO is not responsible for any travel costs or living expenses for the Captain or Crew of the contracted vessel.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 34 sea days commencing on or about June 1, 2021. The expected completion date of this project is September 30, 2021.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Approximately 135 stations in SPA 3 take place in June, 8 sea days.
Approximately 400 stations in SPA 1 and 4 take place in July and August, 19 sea days.
Approximately 120 stations in SPA6 take place in July and/or August, 7 sea days.

There must be a reasonable break between areas to evaluate data, resupply vessel and maintain scientific equipment. The exact dates will be determined by the scientist-in-charge.

5.0 Applicable Documents and Glossary

5.1 Relevant Terms, Acronyms and Glossaries

For this contract, a "Sea Day" shall mean one (1), twenty-four (24) hour calendar day that consists of a minimum of 15 tows and a maximum of 35 tows. A sea day with less than 15 tows shall be considered a partial sea day. The proportion of the sea day deemed completed shall be determined by the DFO scientist-in-charge.

SPA: Scallop Production Area



ANNEX “B” BASIS OF PAYMENT

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

Contract Year	Sea day cost (all-inclusive costs)	For an estimated 34 sea days
Initial Contract Year - Contract award – April 30, 2022	\$	\$
Option Year 1 May 1, 2022 – April 30, 2023	\$	\$
Option Year 2 May 1, 2023 – April 30, 2024	\$	\$
Option Year 3 May 1, 2024 – April 30, 2025	\$	\$
Option Year 4 May 1, 2025 – April 30, 2026	\$	\$
Total		\$

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.

Pricing and Basis of Payment

The charter shall provide an all-inclusive cost for a “Sea Day” based on:

all vessel operating costs, crew wages, adequate food and fresh water for Fisheries and Oceans Canada (DFO) personnel and the crew, vessel maintenance and repair costs, fuel and oil, dump table and vessel wharf fees for the duration of the contract period.

A “Sea Day” cost must be submitted for the initial year of contract and each of the subsequent four (4) options years.

The Project work will take place between June 1 and September 30 of each year. Thirty-four sea days will be required each year. Exact dates will be determined by the DFO scientist in-charge.



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” 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 “F” 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

MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR	
Vessel rated for Near Coastal Voyage Class 1, or equivalent	
Greater than 25.5 gross registered tonnage	
Fibreglass, wood or steel construction greater than forty five feet overall length.	
The vessel must have, throughout the standby period, all inspection certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations	
The vessels winches must be rigged with 5/8 inch or greater warp thickness of at least 300 Fathoms length to be capable of towing at depths of 80 Fathoms. The winch is to have valid certification for load limit and safe operation	
The vessel must be capable of towing 9 gang miracle gear.	
The vessel must supply dump table which meets all requirements of scientific work (capable of landing a full set of scallop fishing gear and tow bar, and can be modified with dividers to separate the 9 drags).	
The vessel shall be equipped with DGPS and plotter, GMDSS VHF radio approved by Transport Canada, Depth Sounder(s), Radar, Cellular Telephone and computer	
The vessel must be equipped with Olex navigation software and a secondary, separate GPS feed for the science computer.	
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	
The vessel must be equipped with lighting for safe and efficient work on the deck at night	
The vessel must possess a covered workspace on deck for scientific sampling of catch with reasonable access (close proximity) to deck for ease of transfer of specimens	
Vessel must have an unobstructed safe working deck space (no deck rollers or raised hatches).	
The vessel shall supply a minimum 3 cubic foot freezer or equivalent icebox with ice dedicated for biological samples	



Three berths for scientific personnel, two of which are separate accommodations for female scientific personnel with full locking door, in addition to crew requirements.	
The vessel must be equipped with private washroom facilities (flush toilet and sink with hot water and a securable full door)	
Minimum vessel complement during the contract period shall consist of the vessel Master and three (3) crew members including Mate	

CAPTAIN REQUIREMENT

- Certificate of Fishing Master Fourth Class or greater certification.
- Valid MED-A1 or Domestic Vessel Safety (DVS), and First Aid certificates
- Experience operating the proposed survey vessel
- experience scallop fishing in SPAs 1A, 1B, 3, 4, 5, and 6
- experience with operation, repair, and maintenance of 9-gang Miracle gear
- experience berthing at Bay of Fundy and SW Nova Scotia ports

3. Captain

Name	
Address	
Phone	
Certifications required (current/valid) minimum MED-A1 or DVS and Basic First Aid	
Masters Certification	
Minimum Mandatory Experience:	
a. Operation of proposed survey vessel (years)	
b. Scallop fishing in SPAs 1A, 1B, 4, 5 (years)	
c. Scallop fishing in SPA 6 (years)	
d. Scallop fishing in SPA 3 (years)	
e. Operation of 9-gang Miracle gear (years)	
f. Repair and maintenance of 9-gang Miracle gear (years)	
g. Bay of Fundy and SW Nova Scotia ports (state ports berthed)	
Additional experience	
Scientific work for a third party, such as the Federal Government, provincial government, academia, NGO, etc. (projects, years)	
Surveys (list surveys)	

CREW REQUIREMENTS

- Mate must possess a Certificate of Fishing Master Fourth Class or greater certification
- Mate must have valid MED-A1 or DVS and First Aid certificates
- Mate must have experience operating 9-gang Miracle gear



- All crew must possess valid MED-A1 or DVS
- All crew must have experience fishing scallops
- All crew must have experience with handling and repair of 9-gang Miracle gear

4. Vessel Crew

Mate (required)	
Name	
Address	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 or DVS and Basic First Aid	
Masters Certification	
Minimum Mandatory Experience:	
a. Scallop fishing (years)	
b. Operation of 9-gang Miracle gear (years)	
c. Repair of 9-gang Miracle gear (years)	
Additional experience:	
Surveys (list surveys)	
Scientific bycatch identification (years)	

Crew Member 1 (required)	
Name	
Address	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 or DVS	
Minimum Mandatory Experience:	
a. Scallop fishing (years)	
b. Handling of 9-gang Miracle gear (years)	
c. Repair of 9-gang Miracle gear (years)	
Additional experience:	
a. Surveys (list surveys)	
b. Scientific bycatch identification (years)	

Crew Member 2 (required)	
Name	
Address	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 or DVS	
Minimum Mandatory Experience:	
a. Scallop fishing (years)	
b. Handling of 9-gang Miracle gear (years)	
c. Repair of 9-gang Miracle gear (years)	
Additional experience:	
a. Surveys (list surveys)	
b. Scientific bycatch identification (years)	

Crew Member 3 (optional, if rotating crew)
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Name	
Address	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 or DVS	
Minimum Mandatory Experience:	
a. Scallop fishing (years)	
b. Handling of 9-gang Miracle gear (years)	
c. Repair of 9-gang Miracle gear (years)	
Additional experience:	
a. Surveys (list surveys)	
b. Scientific bycatch identification (years)	

Crew Member 4 (optional, if rotating crew)	
Name	
Address	
Phone	
Certifications (list) required (current/valid) minimum MED-A1 or DVS	
Minimum Mandatory Experience:	
a. Scallop fishing (years)	
b. Handling of 9-gang Miracle gear (years)	
c. Repair of 9-gang Miracle gear (years)	
Additional experience:	
a. Surveys (list surveys)	
b. Scientific bycatch identification (years)	



ANNEX “G” EVALUATION CRITERIA

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided. 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. **Bids will be evaluated based on the information provided in the proposal and the completed Application Form. Simply stating that you meet the criteria does not constitute proof.**

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.

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. **Bidders must provide proof such as copies of certifications or licences or diagrams or schematics. 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 DOCUMENTATION PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

No.	Mandatory Criteria	Meets Criteria (✓)
M1	The Contractor must provide proof that the vessel possesses a Full Bay scallop fishing license	
M2	The Contractor must provide proof of a valid Transport Canada Safety Inspection Certificate	
M3	Vessel must meet all minimum mandatory criteria outlined in Annex D	
M4	The Contractor must provide proof that the Captain possesses a Certificate of Fishing Master Fourth Class or greater, MED-A1 or DVS, and First Aid certification.	



M5	The Captain must have experience operating the proposed survey vessel	
M6	The Captain must have experience fishing for scallops in SPAs 1A, 1B, 3, 4, 5, and 6	
M7	The Captain must have experience operating, repairing, and maintaining 9-gang Miracle gear	
M8	The Captain must have experience berthing at Bay of Fundy and SW Nova Scotia ports	
M9	The Contractor must provide proof that the Mate possesses a Certificate of Fishing Master Fourth Class or greater, MED-A1 or DVS, and First Aid certification.	
M10	The Contractor must provide proof that All crew members possess a valid MED-A1 or DVS certification	
M11	All crew must have experience fishing for scallops	



RATED REQUIREMENTS:

<p><u>R1 Vessel Details (27 points)</u> Deck Workspace</p> <p>Accessibility to deck from Workstation</p>	<p><u>R1 (maximum 27 points available)</u> Ample (Covered area with adequate space for all sampling equipment, scales and three staff) (15) Adequate (adequate space for scientific equipment with limited access or workspace) (10) Unusable (workspace is not suitable to perform project, not enough space for equipment or staff) (0)</p> <p>Easy access to and from Workstation (12) Hindered access (7) Hindered access requiring repeated crouching, lifting, and/or train (2)</p>
<p><u>R2 Workstation Details (35 points)</u> Wheelhouse Workspace</p> <p>Ability to see gear set/haul from workstation</p> <p>Storage space for wet gear, deck equipment, PFDs, boots</p>	<p><u>R2 (maximum 35 points available)</u> Ample (own workstation for DFO staff, storage) (20) Limited (workstation shared with vessel crew, storage) (5) Unusable (survey cannot be conducted on this vessel) (0)</p> <p>Yes (5) No (0)</p> <p>Ample (separate storage for wet and dry gear) (10) Limited (shared wet and dry gear storage or deck space storage) (3) No storage (0)</p>
<p><u>R3 Accommodations (25 points)</u> Storage space for DFO gear, personal belongings, scientific equipment</p> <p>Cleanliness/Clutter</p> <p>Shower</p>	<p><u>R3 (maximum 25 points available)</u> Ample and accessible (Dedicated bunk and storage space, unhindered access to storage) (10) Limited (shared storage space, hindered access to bunk or storage) (5) Very limited (Bunk only storage space) (0)</p> <p>Very clean (organized, no clutter, free from dirt) (10) Moderately clean (free from dirt, some clutter) (5) Unclean (dirty, cluttered, unorganized) (0)</p> <p>Yes (5) No (0)</p>



R4 Captain/Crew Qualifications(46 points)	R4 (maximum 46 points available)
Length of time Captain has had Certificate of Fishing Master Fourth Class or greater certification	Less than a year (0) 1-5 years (2) Greater than 5 years (5)
Captain's number of years' experience fishing scallops	1 to 4 years - (2) 5 years or greater - (5) None (0)
Captain's number of years' experience fishing in the Bay of Fundy	1 to 4 years - (2) 5 years or greater - (5) None (0)
Captain has experience conducting scientific sampling for a third party.	1 project - (2) 2 or more projects - (5) None (0)
Captain has experience conducting surveys	1 to 4 years - (2) 5 years or greater - (5) None (0)
Number of years mate and crew have experience fishing scallops, handling and repairing scallop fishing gear (answer for each crew member)	1 to 2 years - (1) 3 years or greater - (3) None (0) 1 to 2 years - (1) 3 years or greater - (3) None (0) 1 to 2 years - (1) 3 years or greater - (3) None (0)
Mate and/or Crew has experience with scientific sampling (2 points for each crewmember with experience) Maximum 3	Yes (2) No (0) Yes (2) No (0) Yes (2) No (0)



Mate and/or Crew has experience with scientific bycatch identification (2 points for each crewmember with experience) Maximum 3	Yes (2)
	No (0)
	Yes (2)
	No (0)
	Yes (2)
	No (0)

Total points (R1, R2, R3, R4): 133 points maximum (67 points minimum)

Proposals MUST receive a rated requirements minimum score of 50% over all in order to be considered technically responsive. Those not meeting the minimum score of 67 points will not be considered further.

Cost Evaluation (total maximum of 20 points) – please use Cost Proposal form provided

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (20 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rated basis.

The charter shall provide an all-inclusive cost for a “Sea Day” based on:

all vessel operating costs, adequate food and fresh water for DFO personnel and the crew, vessel maintenance and repair costs, fuel and oil, dump table and vessel wharf fees for the duration of the contract period.

No costs associated with the vessel or its crew will be the responsibility of DFO.

BASIS OF SELECTION:

Compliant bidders will be ranked from highest combined points to lowest combined points. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.