

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

Bid Receiving/Réception des soumissions

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

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : 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).

Title / Titre West Coast Vancouver Island Bottom Trawl Charter		Date 12 April 2021
Solicitation No. / N° de l'invitation F5211-210019		
Client Reference No. / No. de référence du client(e) F1693-210001		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : 27 April 2021		
F.O.B. / F.A.B. Destination	Taxes 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 : Roger LeBlanc Senior Contracting Officer Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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	



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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 Article 6.2 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.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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.

2.2 Submission of Bids

Bids must be submitted 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

- 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)

Important Note:

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 to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex "F" for details.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Integrity Provisions – Required Documentation

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

5.1.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.4 Supplementary Contractor Information

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

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

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



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

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

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

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

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

Signature

Print Name of Signatory

5.1.5 Former Public Servant

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

Definitions

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

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

Print Name of Signatory



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 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.

5.2.2 Education and Experience

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.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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

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

As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

6.3.1.1 [2010C](#) (2020-05-28) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of [2010C](#) (2020-05-28) General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2020-05-28) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;



- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent). **Note:** Invoice will be return to the Contractor if that information is not provided;
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from contract award to June 25th, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Roger LeBlanc
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-447-2596
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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



6.5.2 Project Authority *(to be inserted at Contract award)*

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

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

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

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ _____ *(to be inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International).

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC AP Coder: *(to be inserted at Contract award)*

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

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 [2010C](#) (2020-05-28) Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Bidder's Declaration Form;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Marine Vessel Insurance Conditions;
- (h) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]: “, as clarified on _____ **or**, as amended on _____ *and insert date(s) of clarification(s) or amendment(s)*



6.12 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) 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.
- (c) 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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26.



ANNEX A – STATEMENT OF WORK

1. TITLE - West Coast Vancouver Island Bottom Trawl Charter

2. SCOPE OF WORK

A Contractor is needed to provide Fisheries and Oceans Canada (DFO) with a trawling vessel, crew, and science staff to complete a bottom trawl survey off the west coast of Vancouver Island. The West Coast Vancouver Island Synoptic Bottom Trawl Survey supports fisheries research into the abundance, distribution, condition, and demographics of benthic and near benthic fish species. The survey is part of a long term time series and requires following established fishing and catch processing protocols.

The Survey Vessel must meet the general requirements, licenses and certifications, basic vessel requirements, electronic equipment, accommodations, crew requirements, health and safety, and scientific activity requirements listed below. All survey operations will begin and end in Nanaimo, B.C. or in Port Hardy, B.C. at the discretion of DFO.

The survey design calls for 208 sites to be assessed and a successful bottom trawl tow to be completed in as many as possible. The expectation is that approximately 171 successful tows will be achieved. The survey must be completed between May 3 and June 25, 2021. The actual start date of the survey will be mutually agreed upon by DFO and the contractor.

3. GENERAL REQUIREMENTS

The Survey Vessel must be a trawler capable of towing the survey bottom trawl at speeds of 3 knots at depths between 50 and 500 meters. All fishing will be conducted using DFO-supplied nets and doors.

The primary objective of the survey is to fish according to protocols as specified by DFO. Included in this requirement is the sampling of the catch for numbers, weight and biological characteristics. The objectives of the survey can only be met if the survey is conducted according to the specified protocols. Therefore, the survey may be suspended at any time if protocols are not being followed.

All equipment and gear specified in this document and that which is not specified but is necessary for the safe and continued operation of the vessel must be operational at the beginning of the survey and maintained in working order by the Contractor throughout the duration of the survey.



4. SURVEY DETAILS

Survey location

1. The survey area is the West Coast of Vancouver Island, see Figure 1.

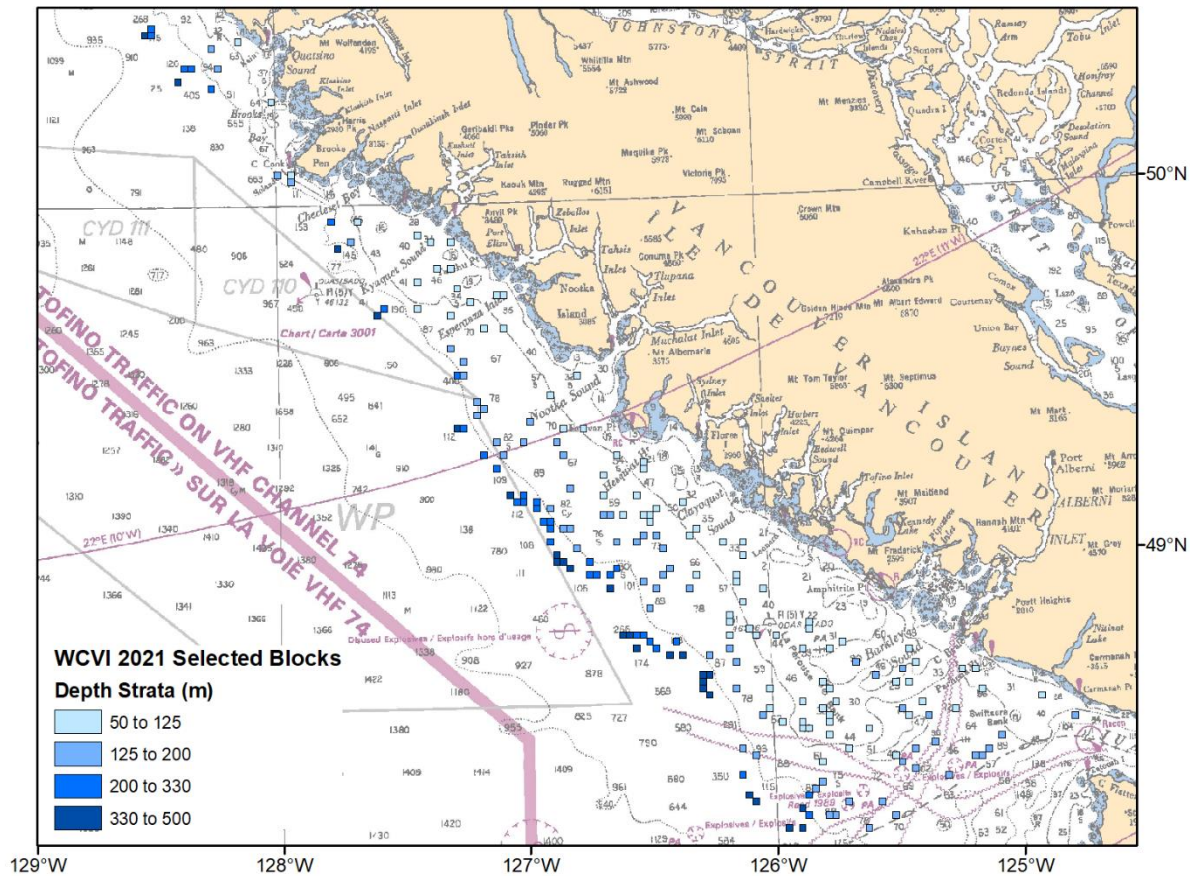


Figure 1 The West Coast Vancouver Island Multi-Species Synoptic Bottom Trawl Survey area. The blue blocks show the random selection for the 2021 survey and the shade of blue indicates the depth stratum.

Survey protocol

1. The random stratified survey design divides the survey area into a grid of 2 km by 2 km blocks.
2. Blocks are assigned to depth strata based on their estimated average bottom depth.
3. Each year, a set of blocks are pre-selected at random from each depth strata (Figure 1 shows the set of blocks selected for 2021).
4. 208 blocks have been pre-selected for 2021.
5. The fishing skipper is asked to inspect each pre-selected block and find a suitable fishing location at the required depth within the block. The tow location within each block should be selected as detailed in the fishing operations section below.
6. In the event a block is not fishable, it is rejected and the vessel proceeds to the next closest block.
7. Note that rejected blocks are removed from the survey area forever.
8. The target numbers of tows per stratum are presented in Table 1. The expected proportion of blocks in each stratum that will not result in a successful tow can be calculated based on previous surveys. In addition, the likelihood of returning to a block that was successfully fished a



previous survey can also be calculated. These numbers are used to estimate the number of survey blocks required to achieve the target number of tows. The number of blocks is presented in the last column of the table. It is anticipated that approximately 208 blocks will need to be inspected to find 171 successfully fishable locations.

Table 1. Target tow and block allocation by depth strata for the 2021 WCVI survey.

Depth Stratum (meters)	Target tows	Adjusted block allocation based on predicted failure and re-encounter rates
50 - 125	63	84
125 - 200	55	65
200 - 330	31	33
330 - 500	22	26
Total:	171	208

Survey timing

1. The survey will start on a mutually agreed upon date no earlier than May 3, 2021 and must be complete by June 25, 2021.
2. The contract is to assess the status of all 208 survey blocks
3. The survey will begin and end at the Pacific Biological Station (PBS) in Nanaimo B.C. or in Port Hardy, B.C. at the discretion of DFO.
4. Based on previous surveys it is anticipated the survey will require approximately 28 days to complete including the following:
 - a. 1 day to load at PBS
 - b. 1 days to travel to the survey area
 - c. 1 days to return to PBS or Port Hardy at the end of the survey
 - d. 1/2 day to offload science equipment
 - e. 2 Weather days
5. We stress that the actual number of days required to complete the survey is dependent on a number of factors including fishing success, weather, and mechanical breakdowns.

5. SCIENTIFIC PERSONNEL

1. The scientific personnel shall consist of five (5) individuals
2. DFO may provide scientific staff for part or the duration of the survey.
3. The Contractor shall supply the balance of the scientific personnel (up to five individuals) for the duration of the survey. Scientific staff should be experienced sea-going field technicians preferably with experience conducting groundfish fisheries research surveys. Potential science staff shall meet the following criteria:
 - o Not be an owner or current employee of a commercial fishing or processing operation.
 - o Either:
 - 1) have completed at least three groundfish fisheries research surveys since January 1, 2011;
 - 2) be DFO certified at sea fisheries observers pursuant to Section 39 of the Fishery (General) Regulations;
 - or 3) be employees of a DFO Designated At Sea Observer Corporation (ASOC).
4. One of the science staff will be designated as Chief Scientist.

6. SURVEY OPERATING PROCEDURES

1. The Survey Vessel must provide three (3) nutritionally balanced meals for all vessel crew and scientific personnel during all survey days.



2. The Captain and crew must exercise due caution and follow safety procedures provided by DFO to prevent damage or loss of DFO-supplied equipment. Note that costs to repair or replace DFO-supplied equipment resulting from failure to follow provided procedures are the responsibility of the Contractor.

7. FISHING

Fishing Operations

1. The entire survey will be conducted by a single vessel.
2. It is a requirement that the contractor execute the survey according to the specified protocols. Deviations from the specifications will jeopardize the usefulness of the survey results and may result in cancellation of the charter at any time.
3. Fishing will be carried out during daylight hours. Specifically, the first set of the day will start no earlier than 30 minutes after sunrise and the last set of the day will finish no later than 30 minutes before sunset. The start and end of fishing are defined as the trawl net on and off bottom, respectively. Sunrise and sunset times for each day will be determined using GPS navigation software and the closest station to the vessel position at the start and end of each day. Note that these daylight hours define the maximum workday length and the actual workday length may be shorter due to safe manning requirements for the crew.
4. **Tow Location:** The Captain is asked to inspect each pre-selected block and find a suitable fishing location at the target depth within the block. Tow locations should be selected as follows:
 1. If the block has been fished in a previous year, make the same tow. This protocol helps to minimize the survey footprint.
 2. If the block has not been fished, make a tow entirely within the block that passes through the center point of the block (while following the depth requirements outlined below).
 3. If it is not possible to make a tow through the center of the block, make a tow entirely within the block that passes as close to the center as possible.
 4. If it is not possible to make a tow entirely within the block, make a tow such that at least 50 % of the tow is within the block. We use the vessel track from first stable bottom contact to bottom lift-off to represent the tow location. We understand that the net may be significantly behind the vessel during deep tows but the effect of this discrepancy when fishing shallower than 500 meters is small.
 5. If it is not possible to make a tow with at least 50% of the tow within the block, the block is not fishable.
5. **Tow Depth**
 - All tows should follow a depth contour.
 - The start, end, and average bottom depth of the tow should all be within the limits of the target depth stratum of the block.
 - If it is impossible to conduct the tow in the target depth stratum, conduct a tow anyway and the depth stratum of the block will be re-assigned.
6. **Tow Length**
 - The target tow length is 20 minutes long.
 - The tow starts when the net mensuration data indicate stable bottom contact and the headline collapses to 3-4 m. After the target tow length (20 minutes), haul back is initiated.
 - The minimum tow length is 15 minutes. Tows less than 15 minutes are considered unusable. However, if there is a concern about damage to the net or a hang up, haul back sooner.
7. **Tow Speed**
 - Tows will be conducted at a speed of 2.8 - 3.0 nautical miles per hour.
 - When retrieving the gear, the Captain should try and maintain a water velocity through the net that is consistent with the rest of the tow (2.8 - 3.0 knots). It is important that the net does not stop moving forward at the end of the tow. Ideally the net should come off bottom as soon as haul back is initiated.



8. Any significant hang ups or net damage will result in an unusable tow. In the event of an unusable tow, the fishing skipper is requested to attempt another tow in the same block.
9. All "gilled" fish, shellfish, and other material must be removed from the trawl net following each haul to prevent cross-contamination of subsequent catches.

Fishing gear

1. The contractor will be provided with one or more research trawls (Atlantic Western Ila box trawls built to DFO/ CGRCS specifications). All equipment from the doors back to the codend will be provided. This includes Thyboron Type II Heavy 107 doors, door legs, G-hooks or Viking links, sweeps, bridles, delta plates, swivels, hammerlocks, the main body of the net, footropes, spare web and mending twine.
2. The contractor must provide:
 - a pair of suitable steel main warp cables
 - pick-ups/ pendants
 - drum or sweep winch wires
 - any swivels used on the drum or sweep winch wires
 - net mending and rigging tools such as needles, knives, hammerlock punches, etc.
3. The length of warp must be measured accurately prior to the beginning of the survey.
4. The contractor will be required to mount the nets to the footgears at the start of the survey and remove the nets from the footgears at the end of the survey. There are limited facilities available at the Pacific Biological Station to conduct this work so vessels without adequate deck space to mount the trawls should contact DFO to arrange other options.
5. The contractor will be responsible for rigging the trawls prior to commencing the survey. The rigging specifications will be provided to the contractor at the pre-survey meeting and will include not only net and footgear but also door and door leg details. The rigging specifications must be rigorously followed throughout the survey and no changes will be permitted.
6. The contractor must maintain the condition and quality of the nets, warps, and net mensuration gear throughout the survey. Furthermore, the contractor agrees to allow independent inspection of the net, warps, and net mensuration equipment to ensure that they continue to meet the required specifications.
7. The net will also be equipped with an autonomous bottom contact recorder and multiple oceanographic data recorders as provided by DFO. The vessel crew shall assist in the attachment, operation and maintenance of these units.
8. The net shall be inspected for damage after every tow.
9. In the event of damage to the net, it shall be restored to its original dimensions prior to resuming fishing (this means that every damaged mesh must be mended to the same standards as the undamaged mesh). The contractor will assign responsibility for maintaining a log of maintenance and of spare parts used throughout the survey to the lead fisher. The maintenance log shall be provided to DFO at the end of the survey.
10. To maintain the condition and quality of the net, the vessel will only deploy the net during and for the purpose of this research survey.
11. At the end of the survey the contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, shellfish, coral, seaweed, etc. and towing behind the vessel until free of any biological material. All nets will be neatly stacked and baled securely with rope.

8. LICENSES AND CERTIFICATIONS

The Survey Vessel must have a current and valid Transport Canada Vessel Inspection Certificate. The Captains and crews must possess all required Transport Canada and/or maritime licenses/certifications applicable to the vessel and area of operations. Costs associated with licenses and certifications are the responsibility of the Contractor.

The Survey Vessel will be subject to inspection prior to commencement of the surveys, including a courtesy inspection by an officer of the Canadian Coast Guard. The adequacy of the vessel's fishing



gear, accommodations, safety equipment and procedures will be evaluated based on regulations and industry requirements. Issues of vessel safety, crew safety, and vessel cleanliness must be rectified at the Contractor's expense prior to commencement of survey operations.

9. BASIC VESSEL REQUIREMENTS

The Survey Vessel must meet the following requirements:

1. The Survey Vessel must have a minimum overall length of 27.4 meters (90 feet).
2. As of April 1, 2021, the Survey Vessel must have been used for either commercial trawl fishing or research trawl fishing in the past 12 months.
3. The Survey Vessel must be capable of towing the standard survey trawl at a continuous speed of 5.6 km/hour (3 knots) under normally expected fishing conditions (up to 3 meter seas).
4. The Survey Vessel must be able to maintain a minimum cruising speed of at least 13 km/hour (7 knots) in low sea states.
5. The Survey Vessel must be equipped with a powered launch with minimum three person capacity for transfers to and from shore and the vessel.
6. The Survey Vessel must be completely rigged for stern trawling and be equipped with a stern ramp and gallows or gantry.
7. The Survey Vessel must have split trawl winches with sufficient steel warp (trawl cable) so as to safely and effectively fish to 500 meters depth. Vessels must be able to continue survey operations in the event of loss of up to 100 meters of warp. The Contractor will be responsible for the cost of replacing any warp lost or damaged during a survey. Warp must be a minimum of 1.6 cm (7/8 inch) diameter, in good condition (have no more than 3 broken wires in any strand, not worn in excess of 1/3 of the diameter, and not kinked or birdcaged) and marked as to length. The warp must be accurately marked prior to the commencement of a survey. The trawl winches must be able to retrieve the research trawl at a minimum rate of 61 meters (200 feet) per minute.
8. The Survey Vessel must be ballasted to maintain sea-kindliness during each survey. For commercial fishing vessels, this means carrying ice or water or other weight in the fish holds. Any costs associated with ballast must be covered by the Contractor.
9. The Survey Vessel must have a crane capable of lifting 5 metric tons for handling catches and loading/unloading of fishing and sampling gear.
10. The Survey Vessel must provide a secure means for staff to access the vessel. A gangway is needed if the vessel is secured to a wharf while a ladder may be needed if the vessel is secured to a floating dock.

10. VESSEL ELECTRONIC EQUIPMENT

1. Fishing gear performance and geometry (door spread, headrope depth, and headrope height) must be monitored and recorded electronically for each research tow. Therefore, the Survey Vessel must provide Scanmar, Marport, or equivalent net mensuration equipment including the following minimum set of sensors:
 - door spread
 - headrope depth
 - headrope height
2. The Survey Vessel must be equipped with GPS, depth sounder, and net mensuration systems fitted with serial RS232 data outputs. All three outputs shall be combined into a single data feed that will be logged by a DFO computer. The contractor must ensure that the data feed is functioning prior to the survey and continues functioning at all times for the duration of the survey. If any data output ceases to function, the survey will be suspended until the data output is re-established by the contractor.
3. The Survey Vessel must have a satellite communication system capable of reliably communicating with shore.
4. The Survey Vessel must provide reliable 15 amp 120 VAC power to the following areas



- catch sorting and sampling areas of the deck
 - scientific computers on the bridge
5. The Survey Vessel must provide adequate dedicated task lighting for catch sorting and sampling areas at all hours

11. VESSEL ACCOMMODATIONS

1. The Survey Vessel must provide clean and sanitary accommodations for the vessel crew and science staff.
2. The Contractor must supply clean, sanitary, dry, and comfortable mattresses covered with clean, fitted covers. Scientific personnel will provide their own sheets, blankets, comforters, pillows, and towels.
3. The Survey Vessel must provide dry storage space in the accommodations for the clothing and personal effects of science staff with at least one drawer or locker per person.
4. The Survey Vessel must have at least 2 functioning marine heads and at least 2 functioning showers that can be used in privacy. The Contractor must provide toilet paper, soap and paper towels.
5. The Survey Vessel must provide sufficient potable fresh water for vessel and personal use (including showers and laundry) for the vessel crew plus the additional scientific staff for the indicated vessel endurance.
6. The Survey Vessel must have a working washer and dryer for personal laundry.

12. VESSEL CREW REQUIREMENTS

1. The Survey Vessel crew and Captains must meet the stated qualifications and must be able to successfully conduct science operations as described in this document. The Contractor may be required to replace any crew during the survey if they are found:
 - Unacceptable in skill or experience in accordance with the requirements of this specification;
 - To behave unacceptably toward other vessel crew or science staff as defined in the terms and conditions of the Contract.
2. Due to length of the Contract, it is recognized that vessel crew may vary. When submitting the proposed total estimated cost for performing the task, the Contractor must also submit a statement documenting pertinent employment experience for each crew member. Experience in the conduct of research surveys is desirable although not required for all crew; it is particularly desirable for the Captain and lead fisher.
3. Within the past 10 years, the Captain must have a minimum of five (5) years of commercial bottom trawl fishing experience in British Columbia waters as master of a vessel of comparable size to the Survey Vessel.
4. The lead-fisher must have a minimum of five years' experience in trawl fishing and in building, rigging, repairing, and operating trawls. At least one other fisher (fisher, engineer-fisher, or cook-fisher) must have a minimum of two years' experience in trawl fishing and assisting in trawl gear repair.
5. The Survey Vessel crew must load all vessel supplies required for the operational period of the surveys;
6. The Survey Vessel crew must assist science staff in loading and unloading of DFO-supplied science equipment, DFO-supplied lab supplies, and samples.
7. The Survey Vessel crew, when not required by the Captains for vessel operations, must assist the scientific staff in sorting the catch and obtaining biological data as directed by the science staff.
8. The Captains must assist scientific staff with recording navigational and fishing information.



13. HEALTH AND SAFETY

1. The Contractor must comply with all federal and provincial/territorial legislation regarding occupational health and safety.
2. The Captains must review safety procedures and equipment (e.g., firefighting and self-contained breathing apparatus, life rafts, immersion suits, personal flotation devices, First Aid supplies) with the vessel crew and science staff at the beginning of each survey and after any change in vessel or science personnel. Muster stations for all vessel crew in the case of fire, abandon ship, or other emergency must be identified to the crew and a ship's emergency drill must be conducted.
3. The Captains must adhere at all times to navigational rules and regulations contained in the Canada Shipping Act whether it be during fishing operations, running, drifting, or when at anchor.
4. Science staff will provide immersion suits and personal flotation devices (PFDs). The Survey Vessel must provide adequate dry, top-side storage for all immersion suits for both the vessel and science crew.
5. The Survey Vessel must provide Transport Canada approved life jackets in good repair for all personnel aboard.
6. Smoking must be prohibited in the Survey Vessels accommodation space, scientific work areas (including the wheelhouse), and mess.
7. Accommodation space, scientific work areas (including the wheelhouse), and the mess must be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
8. During inclement weather, the Captains and Chief Scientist will work together to determine if fishing and sampling operations will continue. The Chief Scientist will suspend fishing operations when the weather is affecting the fishing ability of the net or the ability to safely and accurately record catch and collect biological samples. Examination of video from trawl-mounted cameras and data from other net performance sensors has shown that there is a gradual degradation in net performance with increasing sea state. As a result, survey fishing operations should only be conducted while sea state remains below 2-3 meters. In practical terms, this means that fishing will continue in 1-2 meter seas but will cease when seas are at steady 2-3 meters.
9. The Survey Vessel shall maintain First Aid supplies appropriate to an industrial work environment.

14. SCIENTIFIC ACTIVITY REQUIREMENTS

The following are required for scientific activities:

1. A dedicated counter work space on the bridge, at least 0.6 by 1.2 meters (2 by 4 feet) with at least two adjacent 120 VAC power receptacles for installation of DFO-supplied computers, peripherals, and connection to the ship's GPS, sounder, and trawl mensuration electronics.
2. Sufficient deck space to allow the science staff to carry out their duties. A deck and work area diagram specific to the vessel must be provided that indicates dimensions and the conduct of fishing operations and identifies potential work areas for science staff. Work area(s) must be clear of running gear, equipment, vertical obstructions (i.e. hatch combings) and stowage.
3. Either a conveyor system that can be used by science staff to sort the catches or a deck area which can accommodate, as a minimum, a Contractor-supplied, raised sorting bin with a minimum surface area of 4 m² (36 square feet) and 1500 pound capacity. The sorting bin and/or conveyor system must be at a working height between 90 and 110 cm. If used, a sorting bin must be positioned so that at least three sides can be accessed by staff while sorting catch.
4. Sufficient deck space to store DFO-supplied 45 cm by 60 cm by 30 cm high baskets of fish near the sorting area.
5. A safe work area for weighing the catch. This area must be located near both the sorting area (conveyor system or bin) and some method to discard catch (scuppers or conveyors). This area must have space to secure both a laptop computer and an electronic balance provided by DFO (total approximately 1 by 2 meters (3 by 7 feet)). The area should be either covered or large



enough such that a DFO-supplied protective housing (2 by 2 feet) for a laptop computer can be installed.

6. A safe, covered work area for collecting biological samples. The area must include 3 separate raised (at least 0.9 meters (3 feet) high) work surfaces each at least 0.6 by 1.8 meters (2 by 6 feet) where science staff can secure an electronic balance, a length measuring board, a laptop computer, and other sampling equipment as provided by DFO.
7. A freshwater hose for cleaning biological sampling equipment at the end of each day.
8. Dry storage area of at least 5.4 meters³ (190 cubic feet) in the main house for holding scientific supplies.
9. A minimum of 20 cubic feet freezer storage for scientific samples separate from the vessels' provisions and continuously available to science staff. Freezers must maintain temperatures at or below typical household chest freezers (-12 to -18 degrees Celsius).



ANNEX "B" BASIS OF PAYMENT

The **firm per diem price per day** at sea day must include all costs associated with conducting the work including but not limited to:

- Freight and vessel operations
- Crew wages
- Meals for crew and DFO personnel
- Fuel
- Vessel insurance
- Maintenance and repairs
- Contract administration
- Equipment leasing
- Communications

The bid must specify the **price per day at sea**. The contractor will be paid according to the number of days at sea which includes transit, loading, unloading, mobilization and demobilization, and days at wharf due to the weather.

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

Table 1

Contract period (from contract award to June 25th, 2021)			
Requirement	Estimated number of days*	Firm per diem price per day	Total (excluding taxes)
Day at sea	28	\$ _____	\$ _____
Total			\$ _____

* As described in SOW Section 4, Survey Timing.

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



ANNEX “C” BIDDER’S DECLARATION FORM

1. Bidder’s Contact Information

Name of Bidder	
Name of Bidder’s Representative	
Address	
Telephone	
Fax	
E-mail	

2. Vessel Information

Legally Incorporated Vessel Name	
Vessel Location (for pre-survey meetings and inspections)	
Statement of Ownership (Canadian or foreign)	

Name of Registered Vessel Owner(s)	Address	Telephone	E-mail

3. Vessel Description

Year constructed	
Length (ft)	
Beam (ft)	
Draft (ft)	
Gross Tonnage	



Engine Horsepower	
Cruising Speed	
Number of crew (include Captain)	
Launch type and size	

4. Basic vessel requirements

List the type of activities for either commercial trawl fishing or research trawl fishing in the 12 months prior to April 1, 2021.	
Vessel Endurance (days at sea prior to refuelling/ re-provisioning).	
Water-making capability (yes/no)	
<p>Completely rigged for trawling (yes/no).</p> <p>If the vessel has been previously used for charters indicate the year(s) and program(s) that were completed along with a contact person within DFO.</p> <p>If the vessel has not previously been used for DFO charters or has undergone deck or work area modifications since being used for a charter, include a detailed deck and work area diagram with dimensions depicting trawl fishing equipment including stern ramp, trawl winches, drums, sweep winches. A neat, hand drawn sketch is acceptable. Include additional photographs as needed.</p>	
Crane system with 5 metric tons capacity (yes/no)	
Operational profile. Indicate the maximum daily hours that can be fished based on safe operation of the vessel (e.g. 12 hours of fishing time).	



5. Vessel Accommodations

Number and location of science staff bunks	
Number and location of bunks for Captain and vessel crew	
Number of heads (toilets) and locations	
Number of showers and locations	
Functioning washer and dryer (yes/no)	

6. Safety and Lifesaving Equipment

Date of latest Transport Canada Vessel Inspection (Canada Steamship Inspection). Include a copy of the most recent inspection certificate.	
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7. Description of Fishing Gear

Autotrawl system (yes/no) If Yes, provide details	
Total warp length	
Warp mark interval and date measured	
Warp diameter	
Warp wire grade (e.g. 110/120 Improved Plow)	
Warp construction (e.g. 6 x 19 filler preformed)	
Warp lay (e.g. right or left hand and regular or lang)	
Warp core (e.g. fiber or steel)	
Warp age	
Trawl door make, model, and age	



8. Description of Electronic Navigation/ Fish Detection/ Net Mensuration Equipment

Where applicable, list the number of each type of equipment.

Equipment	Make/Model
Navigational/ plotting software name and version (so that files with survey stations can be prepared)	
Echo sounders	
Cellular phone (include number)	
Satellite phone (include number)	
E-mail or internet system (include address if applicable)	
Headline depth sensor or trawl sounder make, model, and age	
Headline height sensor make, model and age (if different than trawl sounder)	
Doorspread sensor make, model and age	
List any additional net mensuration sensors	
RS232 outputs for GPS, depth sounder, and net mensuration systems combined into a single data feed (yes/no)	



9. Captain/ Fishing Master experience

Captain/ Fishing Master	Years as Captain/ Fishing Master	Years as Crew	Previous Trawl Charter Experience

10. Vessel Crew

Include the number of years trawl experience, nature of experience, and special qualifications such as first aid training. Also indicate each crew's role such as deck boss, bosun, engineer, etc.

If there is more information, please include it on a separate sheet of paper.

Additional crew	Name	Experience / special qualifications / role
Engineer-fisher		
Cook-fisher		
Fisher 3		
Fisher 4		
Fisher 5		
Fisher 6		
Fisher 7		
Fisher 8		



11. Scientific Personnel

Scientific staff must be experienced sea-going field technicians preferably with experience conducting groundfish fisheries research surveys. Potential science staff shall meet the following criteria:

1. Not be an owner or current employee of a commercial fishing or processing operation.
2. Either:
 - o 1) have completed at least three groundfish fisheries research surveys since January 1, 2011;
 - o 2) be DFO certified at sea fisheries observers pursuant to Section 39 of the Fishery (General) Regulations; or,
 - o 3) be employees of a DFO Designated At Sea Observer Corporation (ASOC).

For each science staff, indicate the number of years related experience and the nature of the experience. If science staff will be certified groundfish at-sea fisheries observers or employees DFO Designated At Sea Observer Corporation, it is adequate to list the corporation name and contact as opposed to the individual.

Additional crew	Name or at-sea observer company name	Experience
Science 1		
Science 2		
Science 3		
Science 4		
Science 5		



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. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. 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" MARINE VESSEL INSURANCE CONDITIONS

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/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.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, 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*



4. 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 “F” EVALUATION CRITERIA

MANDATORY REQUIREMENTS TO BE SUBMITTED WITH YOUR BID:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders’ proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

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

Information provided by the bidder will be used to assess the mandatory criteria. Bids will be evaluated based on the information provided in the proposal.

Your tender submission MUST clearly demonstrate that you meet the following mandatory requirements. Failure to do so will result in disqualification of your tender submission. Bidder must indicate where in the proposal the information can be found.

	Mandatory Technical Evaluation Criteria	X-ref Bid Proposal page
(a)	The bidder must include a completed copy of the Bidder’s Declaration Form with their proposal (Annex C).	
(b)	<u>Bidders Declaration Form</u> The bidder must indicate in Section 4, Basic Vessel Requirements one (1) of the following two (2) criteria: <ol style="list-style-type: none"> 1. that the vessel has been previously contracted by DFO for Charters of a similar nature (indicate contract number and DFO Point of Contact information for reference purposes); or, 2. Include a detailed deck and work area diagram. 	
(c)	The bidders proposal must demonstrate that the potential scientific personnel staff meet the following criteria: <ol style="list-style-type: none"> 1. Not be an owner or current employee of a commercial fishing or processing operation. 2. Scientific Personnel must meet one (1) of the following three (3) criteria: <ul style="list-style-type: none"> o have completed at least three groundfish fisheries research surveys since January 1, 2011; o or be DFO certified at sea fisheries observers pursuant to Section 39 of the Fishery (General) Regulations; or o or be employees of a DFO Designated At Sea Observer Corporation (ASOC). 	
(d)	The bidders proposal must demonstrate that the vessel has been actively used for trawl fishing since April 1, 2020. One (1) of the two (2) following criteria must be met: <ol style="list-style-type: none"> 1. A valid Category “T” fishing license and landings summary; or, 2. A summary of research work including references for the research agency. 	
(e)	The bidder must include copies of the current and valid Transport Canada Vessel Inspection Certificate.	



(f)	<p>The bidders proposal must demonstrate that the vessel meets the following requirements:</p> <ol style="list-style-type: none"> 1. The Survey Vessel must have a minimum overall length of 27.4 meters (90 feet). 2. The Survey Vessel must be equipped with a powered launch with minimum three person capacity for transfers to and from shore and the vessel. 3. The Survey Vessel must be completely rigged for stern trawling and be equipped with a stern ramp and gallows or gantry. 4. The Survey Vessel must have split trawl winches with sufficient steel warp (trawl cable) so as to safely and effectively fish to 500 meters depth. 5. The Survey Vessel must have a crane capable of lifting 5 metric tons for handling catches and loading/unloading of fishing and sampling gear. 6. The Survey Vessel must provide Thyboron Type II Heavy 107 doors or equivalent. 7. The Survey Vessel must have sufficient space and equipment to meet the requirements detailed in the Statement of Work, Section 14. Scientific Activity Requirements. <p>The bidder must provide proof with their bid by including pictures, certificates, or schematics.</p>	
(g)	<p>The bidders proposal must demonstrate that the vessel has the following electronic equipment:</p> <ol style="list-style-type: none"> 1. The Survey Vessel must provide Scanmar, Marport, or equivalent net mensuration equipment including the following minimum set of sensors: <ol style="list-style-type: none"> a. door spread b. headrope depth c. headrope height 2. The Survey Vessel must be equipped with GPS, depth sounder, and net mensuration systems fitted with serial RS232 data outputs. All three outputs must be combined into a single data feed. 3. The Survey Vessel must have a satellite communication system capable of reliably communicating with shore. <p>The bidder must provide proof with their bid by including pictures, certificates, or schematics.</p>	
(h)	<p>The bidders proposal must demonstrate that the vessel accommodations meet the following criteria:</p> <ol style="list-style-type: none"> 1. The Survey Vessel must provide sufficient clean and sanitary accommodations for the vessel crew and five science staff. 2. The Survey Vessel must have at least 2 functioning marine heads and at least 2 functioning showers that can be used in privacy. 3. The Survey Vessel must have a working washer and dryer for personal laundry. <p>The bidder must provide proof with their bid by including pictures, certificates, or schematics.</p>	



(i)	<p>The bidders proposal must demonstrate that:</p> <ol style="list-style-type: none">1. The Captain has, within the past 10 years, a minimum of five (5) years of commercial bottom trawl fishing experience in British Columbia waters as master of a vessel of comparable size to the Survey Vessel;2. The lead-fisher has a minimum of five years' experience in trawl fishing and in building, rigging, repairing, and operating trawls;3. At least one other fisher has a minimum of two years' experience in trawl fishing and assisting in trawl gear repair. <p>The bidder must include CV's for the three resources proposed for this criteria. CV's must include experience with dates, work descriptions, and contact information for references.</p>	
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