



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

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

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

<b>Title - Sujet</b> DFO - Vessel Charter, Whelk Survey	
<b>Solicitation No. - N° de l'invitation</b> F6087-210001/A	<b>Date</b> 2021-05-03
<b>Client Reference No. - N° de référence du client</b> F6087-210001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$OLZ-010-7607	
<b>File No. - N° de dossier</b> OLZ-1-44012 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Newfoundland Daylight Saving Time NDT <b>on - le 2021-05-19</b> Heure Avancée de Terre-Neuve HAT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> olz010
<b>Telephone No. - N° de téléphone</b> (709) 690-3778 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Three offshore whelk fishing areas on the St. Pierre Bank (3Ps).	

Instructions: See Herein

Instructions: Voir aux présentes

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 STATEMENT OF WORK.....	2
1.2 DEBRIEFINGS .....	2
1.3 CANADIAN CONTENT .....	2
1.4 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
6.1 STATEMENT OF WORK.....	11
6.2 STANDARD CLAUSES AND CONDITIONS.....	11
6.3 TERM OF CONTRACT .....	11
6.4 AUTHORITIES .....	11
6.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
6.6 PAYMENT .....	12
6.7 INVOICING INSTRUCTIONS .....	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.9 APPLICABLE LAWS.....	14
6.10 PRIORITY OF DOCUMENTS .....	14
6.11 DISPUTE RESOLUTION.....	14
6.12 INSURANCE – SPECIFIC REQUIREMENTS .....	14
<b>ANNEX “A” STATEMENT OF WORK.....</b>	<b>16</b>
<b>ANNEX “B” BASIS OF PAYMENT .....</b>	<b>25</b>
<b>ANNEX “C” MANDATORY REQUIREMENTS .....</b>	<b>27</b>
<b>ANNEX “D” INSURANCE REQUIREMENTS .....</b>	<b>29</b>
<b>ANNEX “E” ELECTRONIC PAYMENT INSTRUMENTS .....</b>	<b>31</b>
<b>ANNEX “F” INTEGRITY PROVISIONS – LIST OF NAMES .....</b>	<b>32</b>

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Canadian Content**

The requirement is limited to Canadian services.

### **1.4 epost Connect service**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](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 only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

#### **Bid Submission – F6087-210001/A**

Public Services and Procurement Canada  
The John Cabot Building  
10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:  
[TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca).

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

or

Facsimile submissions may be faxed to:

(709) 772-4603

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five 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.

## 2.5 Applicable Laws

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

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.

## 2.6 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard 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.
- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

#### 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.

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

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## **Section II: Financial Bid**

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

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

## **Section III: Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

**Important:** To be deemed responsive, bidders must meet the mandatory technical criteria. It is not acceptable to simply say your proposed product(s) meets each of the mandates. In a technical bid document, bidders must demonstrate how their product(s) meet each of the technical criteria.

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced at Annex "C" for each mandatory requirement to outline where, in the supporting technical documentation, it demonstrates compliance. It is the Bidder's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the mandatory requirements. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

*SACC Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Canadian Content Certification [PLEASE COMPLETE WITH BID SUBMISSION]**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

**NOTE:** Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

**5.12.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition**

#### **5.2.3.2 Status and Availability of Resources**

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

[A3005T](#) is amended as follows:

Delete: Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.3 Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **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 Statement of Work**

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

### **6.2 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.

#### **6.2.1 General Conditions**

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

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of award to 30 June 2021.  
(Contract expiry 01 May 2022/01 May 2023 – See 6.3.2.)

#### **6.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one year periods 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 30 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.

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Carolyn Connolly  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Professional Services and Marine  
The John Cabot Building, 10 Barter's Hill

Solicitation No. - N° de l'invitation  
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P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 690-3778

Facsimile: (709) 772-4603

E-mail address: [Carolyn.Connolly@pwgsc-tpsgc.gc.ca](mailto:Carolyn.Connolly@pwgsc-tpsgc.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.

#### **6.4.2 Project Authority**

The Project Authority for the Contract will be named 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.

#### **6.4.3 Contractor's Representative [MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### **6.5 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.

#### **6.6 Payment**

##### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$ \_\_\_\_\_

(inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### **6.6.2 Limitation of Price**

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

#### **6.6.3 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

#### **6.6.4 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. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.7 Invoicing Instructions**

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

Invoices must be distributed as follows:

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

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

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

##### **6.8.2 SACC Manual Clauses**

SACC Manual clause [A3060C](#) (2008-05-12), Canadian Content Certification

SACC Manual clause [A0285C](#) (2007-05-25), Workers Compensation

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28) General conditions - Services (medium complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Mandatory Requirements;
- (f) Annex "D", Insurance Requirements;
- (g) Annex "E", Electronic Payment Instruments;
- (h) Annex "F", Integrity Provisions;
- (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)*)

## 6.11 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".

## 6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "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

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **TITLE:**

St. Pierre Bank (3Ps) Spring Whelk Survey

#### **CONTRACT PERIOD:**

Contract award through to June 30, 2021, with options to renew for two (2) additional one (1) year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be May 1, 2022 through to June 30, 2022 and May 1, 2023 through to June 30, 2023.

#### **PROJECT WORK:**

Surveys will take place in the spring/summer. Exact dates to be provided if and when option years are exercised. In 2021, 12 days in May – early June is the preferred period for surveys to occur.

#### **BACKGROUND:**

Fisheries and Oceans Canada (DFO) will be chartering a fishing vessel to conduct a whelk survey which will include obtaining samples using commercial and small-mesh whelk pots (supplied by DFO) in the three whelk fishing areas on the St. Pierre Bank during spring/summer 2021

Option periods, if exercised (subject to funding approvals), will be May 1, 2022 through to June 30, 2022 and May 1, 2023 through to June 30, 2023.

DFO intends to complete annual whelk surveys in spring and/or early summer for the next several years. Currently, there is no survey for whelk in 3Ps, only logbooks and limited observer data. As such, the stock is not assessed. This survey will start a new time series for collecting abundance and biomass data on whelk. Without these surveys it has been impossible to implement any quantitative model for these stocks, estimate biomass/total abundance, or provide advice on the impacts of removals. Continued trap surveys will aid in the development of quantitative stock assessment models for whelk and the identification of stock reference points.

#### **LOCATION OF WORK:**

Three offshore whelk fishing areas on the St. Pierre Bank (3Ps).

#### **OBJECTIVE:**

The objective of this project is to conduct a whelk trap survey to obtain biomass estimates and biological data (i.e., sex ratio, and size at maturity) to be used in stock assessments.

#### **SCOPE OF WORK:**

The survey will involve steaming to predetermined offshore locations within the three whelk fishing areas and deploy fleets of 10 whelk pots (5 commercial mesh size and 5 small mesh size). Pots will soak for 24 hours at locations before being hauled back aboard. If whelk are found, DFO science staff will weigh and measure the catch and collect samples which will be frozen onboard.

Prior to the start of the survey one or two DFO technicians will meet the vessel at a predetermined location to conduct a survey of the vessel including inspections of all fishing gear, machinery, electrical and electronic systems, accommodations, and any related equipment. Equipment and/or conditions deemed unsatisfactory must be rectified by owner prior to commencement of the survey or the contract will be cancelled.

One full work day prior to the start of the survey may be required to bring and store the whelk survey equipment aboard the vessel. These days may be paid at the agreed upon survey day rate. Days between this installation and the start of the actual survey, if there are any, will not be paid.

The 2021 survey will be conducted after contract award through to June 30, 2021 for 12 consecutive days (preferably in May – early June). DFO technicians will be onboard the vessel to conduct the survey. The survey will be considered completed once all planned locations have been surveyed or the maximum number of sampling/fishing days has been reached.

The Contractor will provide a minimum of three (3) crew that will operate the pot hauler and assist DFO Science technician(s) as needed with sample/data collection and deployment of scientific equipment.

All staff (DFO) and Contractor Crew must adhere to safe work procedures as outlined below under General Control Measures amid COVID 19 .

### **MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR**

#### **VESSEL REQUIREMENTS:**

1. The vessel must be registered in Canada and have a Safe Manning Document as per Transport Canada requirements.
2. Operations will be conducted offshore within the three whelk fishing areas in 3Ps.
3. The vessel is to be capable of conducting fishing activities 12 hours per day.
4. The vessel is to be capable of remaining offshore and on station for the duration of the survey.
5. The vessel is to have potable fresh water, fuel and provisioning endurance for up to 12 days.
6. The vessel is to meet all Government safety regulations for a vessel of its type, size and complement of crew and DFO scientific staff, including life boat, life jackets, immersion suits, life preservers and a first aid kit.
7. The vessel will have the ability to maintain a cruising speed of 7 knots under reasonable weather conditions (wind below 25knts and/or wave height 3m or less).

#### **EQUIPMENT REQUIREMENTS:**

The vessel must be equipped with:

1. A diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for DFO Science staff instrumentation (e.g. computer, printer, freezers) via dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular fishing/sailing operations.
2. A pot hauler appropriate for hauling up fleets of up to 10 whelk pots.

#### **ACCOMMODATIONS AND STORAGE REQUIREMENTS:**

1. Accommodations must be provided for three (3) DFO scientific staff (male or female). Male and female cabins to be separate.
2. A minimum of one shower and toilet are to be provided in private area including the availability of hot running water.

3. Smoke detectors must be installed at strategic locations.
4. Three meals a day are required.
5. Smoking will be allowed only in a designated location aboard the vessel and not in the area where DFO scientific staff sleep.
6. Storage space (approximately 5m<sup>2</sup>) shall be provided for storing scientific equipment, packing boxes, spares, etc. and shall be accessible while at sea.
7. Three dedicated 120 VAC, 60 HZ, 15 Amp circuits/plugs must be made available for continually powering (i.e. 24 hours per day) this scientific equipment. The circuit must run directly from the generator/switchboard to a duplex receptacle located in the work area and the circuit must have its own fuse or breaker. This work area would also include a dry space for an oceanographic computer, with direct access to the deck where sampling will occur. Space must be protected from weather.
8. The vessel shall be capable of sustained operations for of up to 12 days and therefore, is to have adequate stores and storage for fluids, including lubricating oil, waste oils, grey and black water, etc.
9. 14 cubic ft freezer space for preserving frozen samples (or 61" x 20" free space for DFO-provided freezers)
10. In the absence of a freezer for bait, provide ice and storage area to preserve frozen bait.

**CREW REQUIREMENTS:**

1. The Vessel Owner will provide a Captain and a minimum of three (3) crew members. The Master and officers shall be duly certified in compliance with the Safe Manning Document.
2. The Vessel Crew will have the ability to safely operate the hauler and other various gears required for deploying and retrieving the whelk pots as DFO staff will not be assisting with fishing or sailing operations.

**FISHING GEAR REQUIREMENTS:**

1. The hauler and all associated equipment for its operation must be available.
2. The fishing deck must be illuminated for work to be safely conducted during hours of darkness.
3. A deck hose and wash down pump must be available.
4. Vessel crew will be responsible for timely repair and replacement of gear should damage occur. All gear must be in good condition prior to the beginning of the survey.

**CONTRACTOR OBLIGATION:**

The contractor will:

- Survey away from the wharf when weather and conditions permit, until the survey is complete. Daily surveying/fishing cruises will be completed on a 12-hour per day basis.
- Bait (provided by DFO) and deploy whelk pots at pre-determined locations (locations provided by DFO staff).
- In the absence of a freezer for bait, provide ice and storage area to preserve frozen bait. Ensure sufficient quantities of bait are thawed in time for deployment of gear each day.
- Preserve frozen samples
- Release all specimens caught that are not taken as samples back into the ocean.

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- Provide 14 cubic ft freezer space for whelk samples (or 61" x 20" free space for DFO-provided freezers)

#### **DEPARTMENTAL SUPPORT:**

DFO will:

- Provide a list of stations with associated latitude/longitude coordinates and target depth range.
- Provide 80 whelk pots (8 fleets of 10 pots each), as well as the associated rope, sand bags, high fliers and sorting baskets required for fishing (a few spare whelk pots will also be provided).
- Provide frozen bait.
- If required, provide a commercial 14.5 cubic ft freezer (-20 C) that shall be installed for exclusive use of the DFO
- Measure, collect, and record samples (whelk) caught
- Install/remove sampling equipment
- Obtain an Experimental license and a Species at Risk permit
- Provide three (3) days' notice if the project is to be cancelled.

#### **METHOD AND SOURCE OF ACCEPTANCE:**

Work will be deemed acceptable provided that stations are successfully surveyed every day possible (as weather allows) within the 12 day survey timeframe.

#### **REPORTING REQUIREMENTS:**

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

#### **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 pot deployments/retrievals 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.

#### **LOCATION OF WORK, WORK SITE AND DELIVERY POINT:**

The work will be conducted onboard the contractor's vessel throughout the St. Pierre Bank (3Ps), Newfoundland.

The vessel must be willing to remain offshore and on station for the duration of the project (weather permitting). Note: If necessary to return to shore, ports will be determined by operational requirements.

#### **LANGUAGE OF WORK:**

The language of work and deliverables is English

#### **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.

## **ANNEX "A1" GENERAL CONTROL MEASURES AMID COVID 19 ADDITIONAL PROCEDURES TO BE FOLLOWED FOR THE DURATION OF THE COVID-19 CRISIS**

### **COVID-19 Requirements:**

The regular survey procedures have been modified to reduce the risks of contracting or spreading COVID-19 with the aim of reducing contacts to the extent possible between crew members, and between the crew and the public. These procedures are based on the advice of local, provincial, and federal public health authorities, and will be revised, should public health authorities' recommendations be modified.

Total trip time, including pre and post-trip activities (preparation, equipment instillation and testing, etc.) may take up to four weeks to complete depending on vessel schedule, personnel availability, and weather conditions. It is understood that during the entire period, DFO staff and crew involved in the surveys must strictly follow the recommendations of local, provincial, and federal public health authorities.

- Avoid close contact with people who show any signs of illness.
- Practice physical distancing of 2 m (6 ft.) throughout the trip.
- Masks must be properly worn when physical distancing cannot be maintained.
- Everyone must practice hand hygiene: wash your hands with soap and water for at least 20 seconds or clean your hands often with an alcohol-based hand sanitizer that contains 60-95% alcohol.
- Cough and sneeze into your sleeve or tissue and not your hands. Wash or sanitize your hands and discard the tissue in the trash.
- Avoid touching your face, including eyes, nose, or mouth with unwashed hands or gloves.
- Avoid non-essential travel outside of Newfoundland and Labrador or Atlantic Bubble (if in place).
- People must monitor their own health.

In the event that a crew or DFO staff member develops COVID-19 symptoms (fever, cough, difficulty breathing) during deployment in the field,

- Crew and / DFO Staff must immediately self-isolate.
- Must notify their supervisor as soon as possible.
- Must contact local health authorities (phone 811) and follow their advice.
- The Health authority's advice will have to be followed before the project can proceed.

#### **1. Two weeks in advance of departure preparations:**

The vessel operator will conduct a safety briefing to all DFO staff and crew members on COVID-19 risk assessment and safe work practices. Each crew member confirms receipt of the briefing and review and sign off of safe work practices relevant to them.

The vessel operator and crew and DFO staff will take individual measures to reduce the risk of contracting COVID-19 when not engaged in vessel work. These measures are:

- Stay at home unless it is otherwise necessary.
- Avoid having visitors in your home.
- Avoid group gatherings and public spaces with crowds.
- Maintain distance from other people of at least 2 m (6 ft.) which lessens the chances of catching COVID-19.
- Masks must be properly worn when physical distancing cannot be maintained.
- Use good hand hygiene practices often with soap and water for at least 20 seconds or use a 60-95% alcohol-based hand sanitizer if the hands are not visibly dirty and soap and water are not available.
- Use respiratory etiquette, cough, or sneeze into a tissue or the bend of the arm. Avoid touching your face.
- Clean and disinfect surfaces regularly.
- Self-monitor temperature to ensure it stays below 38°C as required by provincial health authority guidelines.

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- They MUST follow all guidelines provided by provincial health authorities.

## 2. Boarding Restrictions

The vessel operator will limit entry onto the vessel to crew members, DFO staff, and required service personnel (fuel suppliers, repair mechanics and technicians). Service personnel are to be escorted at all times by a crew member designated by the vessel operator. Access to all other persons including observers, monitors, and family members, etc. will be denied.

The vessel operator will implement a pre-boarding screening of all individuals (in one-on-one sessions) prior to their boarding of the vessel. Prior to travelling to the vessel's port of call, DFO staff will pre-screen with the vessel operator either by email or phone.

Pre-boarding screening will consist of asking crew members, DFO staff, and service personnel the following questions:

- Do you have two or more of the following symptoms (new or worsening): fever (or signs of fever such as chills, sweats, muscle aches, and light-headedness), cough, headache, sore throat, and runny nose? The severity of symptoms can range from mild to severe.
- Have you been in contact with anyone over the past 14 days who exhibited symptoms of COVID-19?
- Have you been in close personal contact with anyone who has entered the province within the past 14 days?

Individuals who answer yes to any of the questions will not be permitted entry on the vessel and will be advised to go home and self-monitor and self-isolate as per public health recommendations outlined at [www.gov.nl.ca/COVID-19](http://www.gov.nl.ca/COVID-19).

Individuals with symptoms should complete the COVID-19 Self-Assessment Tool also available on the NL government website at <https://nl.thrive.health/covid19/en>. Persons with questions or concerns about self-isolation should call the Canadian Red Cross COVID-19 Help Line at 1 800 863-6582.

Crew members and DFO staff will complete a pre-boarding self-declaration form as part of the screening process.

## 3. Loading Preparation

The vessel operator will coordinate with the berth provider (small craft harbour, harbour authority, etc.) to ensure that a restricted area having a safe means of access to the vessel is provided for use only by:

1. Crew members and DFO staff for loading of gear, food, and supplies.
2. Fuel suppliers, repair mechanics and technicians.

The vessel operator will coordinate with other vessel operators to ensure that restricted areas around each vessel are maintained and enforced and there is limited interaction between crew members and/or DFO staff. Where interaction cannot be avoided, physical distancing requirements must be maintained. Physical distancing, the use of Personal Protective Equipment (PPE), and the use of disinfection and sanitization practices will be maintained while scientific equipment and personal effects are transferred from the motor vehicle(s) and to the vessel.

## 4. Physical Distancing

Crew and DFO staff are required to make conscious effort to minimize close contact with others. To do this, crew members and DFO staff should:

- Maintain a distance of 2 m (6 ft.) where possible.
- Avoid common greetings such as handshakes.
- Avoid handling each other's personal effects (hats, gloves, clothing, kit bags, etc.).
- Stow personal effects in individual areas rather than common locations.

## 5. Masks

Wearing a non-medical mask or facial covering (e.g., homemade cloth mask) in public spaces is an additional measure a crew member or DFO staff can take to protect others around them. It is another way of covering the mouth and nose to reduce the chance of respiratory droplets from contaminating others or

preventing respiratory droplets from landing on surfaces. Wearing a non-medical mask is not a replacement for following proven measures such as handwashing and physical distancing. Masks should be worn in the event that physical distancing cannot be maintained during a task.

## 6. Personal Hygiene

Crew members and DFO staff are encouraged to practice personal hygiene to avoid contracting the virus by:

- Washing hands often with soap and water for at least 20 seconds, especially after going to the bathroom, touching dirty surfaces such as taps and doorknobs, when preparing food, before and after eating, after coughing and sneezing, handling contaminated waste, laundry, or whenever hands look dirty.
- Use 60-95% alcohol-based hand sanitizer if hands are not visibly dirty.
- Cleaning visibly, dirty surfaces before disinfecting.
- Using disposal towels to dry hands.
- Coughing or sneezing into a tissue or the bend of the arm, not the hand.
- Disposing of any tissues immediately in a lined waste basket and washing the hands afterwards.
- Avoiding touching the eyes, nose, or mouth with unwashed hands or gloves.
- Avoiding sharing of personal items.
- Avoiding sharing of phones, computers, and electronics unless they have been thoroughly cleaned. Refer to manufacturer recommendations before cleaning these items.

Prior to operations, confirmation will be made with the vessel operator that hand hygiene supplies are available onboard. DFO staff will also be advised to bring their own personal hygiene products.

## 7. Environmental Cleaning Practices

Crew Members will be responsible to increase the frequency of cleaning and disinfecting of high touch surfaces. Areas will be cleaned in the morning, after each use, and at night. Commonly touched surfaces will be cleaned frequently with regular household cleaning products or a diluted bleach solution (0.5% hypochlorite). Isopropyl alcohol (minimum 70% alcohol) is another effective disinfectant that has lower health risk than bleach, and less likely to damage surfaces. Some commonly touched surfaces include door handles and railings, cupboard doors, tables, appliances, electronics, steering systems, engine and hydraulic systems controls, washrooms, light switches, phones, gangways, bunks, etc.

The bathroom must be cleaned and disinfected frequently. It will be cleaned in the morning, after each use, and at night.

The vessel must also be thoroughly cleaned between trips by vessel crew members.

## 8. Meals and Food Handling

Meal Hours

- Mess access for snacks and seating is permitted outside of mealtimes, with physical distancing required.
- If the galley table does not allow for physical distancing of multiple persons, a maximum of 1 person will be permitted at a time for meals and coffee breaks.
- A meal schedule will be established by CO and PIC, to ensure proper distancing will be strictly adhered to.
- Cleaning and disinfection will be done between each sitting.
- Mess to only be used at mealtime and coffee breaks to avoid requirement of constant cleaning. No gathering during the day.
- Program work will be scheduled around meal schedules to ensure they are kept.
- All personnel are to adhere to and pay particular attention to physical distancing guidelines and proper hand hygiene, especially in the galley and food service areas

In order to minimize handling of shared food, dishes, and cutlery by crew members and DFO staff, they will:

- Remove shared food containers such as shared coffee cream dispensers, salt & pepper shakers, etc.).



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- Not share food, eating utensils and beverage containers.
  - Have one designated person involved in food preparation and dispensing food onto plates. (If due to dietary restrictions DFO staff do not have the option to eat meals prepared by vessel Crew Members, they may bring their own food and prepare their own meals when the galley/kitchen is not in use).
  - Each DFO staff and Crew Members will use and wash their own cutlery and dishes to minimize handling of multiple sets of tableware.
  - Use pre-packaged snacks.
  - Bring their own bottled drinking water and use your own refillable water containers labelled with name.
  - Practice good hand hygiene.
  - Ensure that all food preparation table and counter surfaces are cleaned frequently.

### 9. Sleeping Accommodations

Separate sleeping accommodations should be provided for the three DFO Science Staff (e.g. a single cabin with two bunks for each gender) or if not possible, a temporary barrier should be installed in the shared sleeping area to provide separation between bunks if possible.

In double occupancy cabins, DFO staff shall follow (with the understanding that all DFO Science staff have received a negative COVID-19 test result);

DFO staff exercise as much as possible their ability to maintain physical distancing separation of 2 meters (6ft.), and duty of care to their cabin mate by.

Closing curtains when bunks are occupied.

Lying down head-to-toe on their individual bunks.

All personal belongings (clothes, electronics, food, etc.) are to be stored in your cabin.

All common touchpoints (door handles, washroom facilities, etc.) are to be disinfected after each use. It is recommended that you disinfect prior to use as well. Refer to Cleaning Checklist. (Appendix A)

### 10. Conducting Whelk Surveys

These surveys involve completing pre-determined random fishing stations in offshore waters of 3Ps for 12 hours per day, for up to 12 days. DFO Science staff will oversee the ship's track to ensure all stations are surveyed while also monitoring pot soak time. Whelk will be gathered in baskets by crew once the pots have been hauled up. DFO Science staff will measure and weigh the specimens, storing samples in plastic freezer bags on the main open deck, where physical distancing is possible. DFO Science staff will not take part in any pot deploying/hauling activity. DFO Science staff will remain on the bridge during their 12 hour shifts, except when assisting with biological sample processing on deck, eating/taking breaks in the mess (alone), and accessing the washroom.

A designated area will be assigned on the bridge for exclusive use by DFO Science staff, with chairs/stools, computer equipment and necessary office supplies (notepads, pencils, etc.). All potential touchpoints will be thoroughly disinfected upon arriving to, and leaving the area. DFO staff will have their own field clothing (raingear, boots, etc.) and PPE which will be stored in a location assigned solely to them when not in use.

### 11. Unloading Preparations

The vessel operator will coordinate with the berth provider (small craft harbour, harbour authority, etc.) to ensure a restricted area that has a safe means of access to the vessel is provided for use only by:

1. Crew members and DFO staff for unloading of gear, food, and supplies.
2. Fuel suppliers, repair mechanics and technicians.

The vessel operator will coordinate with other vessel operators to ensure that restricted areas around each vessel are maintained and enforced, and there is limited interaction between crew members and DFO staff. Where interaction cannot be avoided, physical distancing requirements must be maintained. Physical distancing, the use of PPE, and the use of disinfection and sanitization practices will be maintained while scientific equipment and personal effects are transferred from the vessel to the motor vehicle(s). The SWP for the use of DFO motor vehicles will be followed when transporting between the vessel's port of call and St. John's.



### **13. Crew Members who Become Ill at Sea**

Prior to sailing, crew members and DFO staff will be prepared for emergencies and complete emergency drills. Crew members and DFO staff should notify the vessel operator immediately if they start to feel ill with symptoms of COVID-19 and contact the 811 Health Line for guidance. Based on the condition of the ill personnel and the presenting signs and symptoms, the vessel operator will follow their emergency response plan and implement the necessary plan of action to return the crew member or DFO staff to shore. Whenever possible, measures should be taken to isolate the ill personnel from the rest of the crew to decrease the person-to-person transmission of the virus. When doing this:

- Isolate the ill personnel where possible to their sleeping quarters, monitor and provide food, water, tissues and other necessary supplies. If needed, an alternate location outside of the sleeping quarters will be provided for the second person in the cabin such that it will be possible to maintain physical distancing overnight.
- Clean and disinfect shared accommodations and bathrooms frequently. Areas will be cleaned in the morning, after each use, and at night.
- Place laundry, bedding, and towels used by the ill personnel in a waste bag and stored securely away from other people.
- Take measures when it is not possible to isolate ill personnel who have COVID-19 symptoms so that the distance is at least 2 m (6 ft.) between the ill individual and those that are well.
- Wear gloves and change them frequently.
- Avoid touching face
- Use of a mask by ill individuals may act as a barrier and helps stop the tiny droplets from spreading during coughing or sneezing.
- Masks should not be touched or handled during use.
- If the mask gets wet or dirty with secretions, it must be changed immediately.
- Discard the mask in a household waste bag after use.
- Wash and dry the hands after removal of the mask.

### **14. Reaching Shore When a Crew Member Has COVID-19 Symptoms**

Upon reaching shore, ill personnel who are experiencing symptoms of COVID-19 should do the following:

- Go immediately home, monitor symptoms, and self-isolate.
- Complete the COVID-19 Self-Assessment available on the NL government website at [www.gov.nl.ca/COVID-19](http://www.gov.nl.ca/COVID-19) to help determine if testing for COVID-19 may be necessary.

Crew members and DFO staff who were in close person-to-person contact with the ill individual and are experiencing COVID-19 like symptoms may have been potentially exposed to the virus. Crew members and DFO staff in this situation should follow the same practices as outlined above, as directed by the health authorities.

### ANNEX "B" BASIS OF PAYMENT

- Please provide pricing for all line items. Failure to do so will deem bid non-responsive.
- Prices do not include applicable taxes.
- **IMPORTANT NOTE TO BIDDERS:**  
**BIDDERS MUST COMPLETE THE UNIT PRICE TABLE BELOW. BIDDERS ARE NOT TO CREATE A SEPARATE PRICING TABLE. FAILURE TO COMPLETE THE PROVIDED UNIT PRICE TABLE WILL RENDER BID NON-COMPLIANT AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

Item	Description	Unit Price Per Day, Taxes Extra	Quantity	Total, Taxes Extra
1	<p>Large fishing vessel to conduct scientific research as per the requirements set out in Annex "A", Statement of Work.</p> <p>Research will commence in May 2021 and will finish in early June 2021 (exact dates to be determined upon contract award). It will include one vessel trip, approximately 12 days* in duration.</p>	\$_____ Per Day (All-inclusive daily rate. All fees included.)	12 Days	\$_____

\* **NOTE:** The duration of 12 days is a maximum estimate (minimum 10 days). The exact time required for this research is dependent on the availability of samples, and water/weather conditions. The contract will be awarded for the anticipated 12 days vessel travel time but will be amended, if necessary, to reflect actualities (minimum of 10 days – maximum of 12 days).

- **Option Year #1: 01 May 2022- 30 June 2022**  
(The options years may or may not be exercised; and are dependent on fiscal year funding.)

Item	Description	Unit Price Per Day, Taxes Extra	Quantity	Total, Taxes Extra
1	<p>Large fishing vessel to conduct scientific research as per the requirements set out in Annex "A", Statement of Work.</p> <p>Research period 01 May 2022-30 June 2022 (exact dates to be determined if the option year is exercised). It will include one vessel trip, approximately 12 days* in duration.</p>	\$_____ Per Day (All-inclusive daily rate. All fees included.)	12 Days	\$_____

\* **NOTE:** The duration of 12 days is a maximum estimate (minimum 10 days). The exact time required for this research is dependent on the availability of samples, and water/weather conditions. The contract will be awarded for the anticipated 12 days vessel travel time but will be amended, if necessary, to reflect actualities (minimum of 10 days – maximum of 12 days).

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

➤ **Option Year #2: 01 May 2023- 30 June 2023**

(The options years may or may not be exercised; and are dependent on fiscal year funding.)

Item	Description	Unit Price Per Day, Taxes Extra	Quantity	Total, Taxes Extra
1	Large fishing vessel to conduct scientific research as per the requirements set out in Annex "A", Statement of Work.  Research period 01 May 2023-30 June 2023 (exact dates to be determined if the option year is exercised). It will include one vessel trip, approximately 12 days* in duration.	\$_____ Per Day (All-inclusive daily rate. All fees included.)	12 Days	\$_____

\* **NOTE:** The duration of 12 days is a maximum estimate (minimum 10 days).The exact time required for this research is dependent on the availability of samples, and water/weather conditions. The contract will be awarded for the anticipated 12 days vessel travel time but will be amended, if necessary, to reflect actualities (minimum of 10 days – maximum of 12 days).

## ANNEX "C" MANDATORY REQUIREMENTS

**[MUST BE COMPLETED WITH BID SUBMISSION]**

**IMPORTANT NOTE TO BIDDERS:** In order to properly evaluate bids against the mandatory requirements, bidders **MUST** demonstrate in their bid packages that they are able to meet the required services.

Mandatory Requirements		
	Description	Supporting Documentation included with bid submission (example: Page Number, Section Number, Paragraph Number, etc.)
	<p><b><u>Mandatory Vessel Criteria</u></b></p> <ol style="list-style-type: none"> <li>The Bidder must submit a copy of the ship's plan and layout. The plan <u>must</u> highlight: <ul style="list-style-type: none"> <li>Locations of accommodations for three DFO staff members;</li> <li>Locations of shower and toilet facilities;</li> <li>Smoke detector locations;</li> <li>Designated outdoor smoking area outside of DFO staff accommodations;</li> <li>Designated storage area for DFO equipment;</li> <li>120 VAC, 15 amp circuits/plugs that can be made available to DFO for continuous use (24 hours).</li> </ul> </li> <li>The Bidder must submit with their bid submission: <ul style="list-style-type: none"> <li>Most recent safety inspection certificate;</li> <li>Transport Canada Vessel Registration;</li> <li>Safe Manning Document.</li> </ul> </li> </ol>	
	<p><b><u>Mandatory Equipment Requirement</u></b></p> <ol style="list-style-type: none"> <li>A diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for DFO Science staff instrumentation (e.g. computer, printer, freezers) via dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular fishing/sailing operations.</li> <li>A pot hauler appropriate for hauling up fleets of up to 10 whelk pots.</li> <li>The vessel is to meet all Government safety regulations for a vessel of its type, size and complement of crew and DFO scientific staff, including life boat, life jackets, immersion suits, life preservers and a first aid kit.</li> </ol>	

<b><u>Mandatory Accommodations and Storage Criteria</u></b>	
<ol style="list-style-type: none"><li>1. The vessel must accommodate three DFO staff (either male and/or female). The owner is required to identify these accommodations on the ship's plans, including illustrating its suitability for the carriage of both genders (genders in separate cabins).</li><li>2. The vessel must have a minimum of one (1) shower and one (1) toilet in a private area.</li><li>3. The vessel must have smoke detectors installed.</li><li>4. The vessel must have a storage/work area with the following criteria:<ul style="list-style-type: none"><li>- Have at least 5m<sup>2</sup> in a single area for storing scientific equipment, packing boxes, spares, etc.</li><li>- Have 3 dedicated 120 VAC, 60 HZ, 15 amp circuits/plugs available for continually powering the scientific equipment (24 hours a day). The circuit must run directly from the generator/switchboard to a duplex receptacle located in the work area and the circuit must have its own fuse or breaker.</li><li>- Work area would also include a dry space for an oceanographic computer, with direct access to the deck where sampling will occur.</li><li>- Must be protected from weather.</li></ul></li><li>5. 14 cubic ft freezer space for preserving frozen samples (or 61" x 20" free space for DFO-provided freezers).</li></ol>	
<b><u>Mandatory Experience</u></b>	
<ol style="list-style-type: none"><li>1. The Captain must have fished whelk and/or snow crab using fishing pots deployed in a fleet in at least two of the last 10 years (2011-2020).</li></ol>	

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **Marine Liability Insurance**

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 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. 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.
  - e. 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

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

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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.

Solicitation No. - N° de l'invitation  
F6087-210001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz010

Client Ref. No. - N° de réf. du client  
F6087-210001

File No. - N° du dossier  
OLZ-1-44012

CCC No./N° CCC - FMS No./N° VME

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**ANNEX "E"**  
**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only).



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**ANNEX "F"**  
**INTEGRITY PROVISIONS – LIST OF NAMES**

**[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**Complete Legal Name of Company** \_\_\_\_\_

**PBN** \_\_\_\_\_

**List of names of the current Board of Directors or Owners:**

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