



**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

**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 LFA 25 Scientific rock crab trap survey vessel charter		Date May 6, 2021
Solicitation No. / N° de l'invitation 30000294		
Client Reference No. / No. de référence du client(e) 30000294		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : May 28, 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 : Karen Dolan, 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 Annex "A" of the resulting contract clauses.

1.3 Debriefings

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



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) (<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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted 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 **New Brunswick**.

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. Emails with links to bid documents will not be accepted.

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 "A"

Exchange Rate Fluctuation

C3011T (2014-06-26), Exchange Rate Fluctuation

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

Refer to Annex "D".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection – 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 with 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 Status and Availability of Resources

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

5.1.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.1.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.1.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____



5.1.6 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:

Signature

Print Name of Signatory

5.2 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

Print Name of Signatory

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

5.3 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the



Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.3.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

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



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

6.3.1.1 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 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 date of Contract to May 16, 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karen Dolan
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6

Telephone: 506-429-6073
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 for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

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

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

The Contractor's Representative for the Contract is:

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as indicated in Annex "B" of \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable,



unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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

6.7.2 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Methods of Payment

6.7.3.1 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 any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

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

6.8.1.2 Refer to section 6.3.2.1

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the



Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification - 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 **New Brunswick**.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 Insurance - Specific Requirements [G1001C](#) (2013-11-06)

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

6.14 SACC Manual Clause

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract



6.15 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](#)".



ANNEX "A" STATEMENT OF WORK

1.0 Title

LFA 25 Scientific rock crab trap survey vessel charter

2.0 Objective

The objective of the project is to complete two to five days of scientific rock crab trap fishing within a defined study area in Lobster Fishing Area (LFA) 25.

3.0 Contract Period

The work will be performed between June 7 to June 25, 2021.

The vessel must be available to start work at 6:00 a.m. on June 7, 2021. The contractor will be informed of the exact start date with a minimum notice of 24 hours. The work period will consist of five continuous days beginning no earlier than June 7 and ending no later than June 25.

The period of one work day may extend from 6:00 a.m. to 8:00 p.m. (all fishing activities must occur during civil twilight). The daily working hours are usually 8 to 10 hours but can be up to 14 hours.

4.0 Contract Area of Operation

The work will be conducted in LFA 25, in the southern Gulf of Saint Lawrence (see figure 1). The work will be completed as day trips and the berthing port for loading and unloading the vessel at the beginning and at the end of each day and at the end of this project will be either in Miminegash PEI or Howard's Cove, PEI, as suits the contractor.

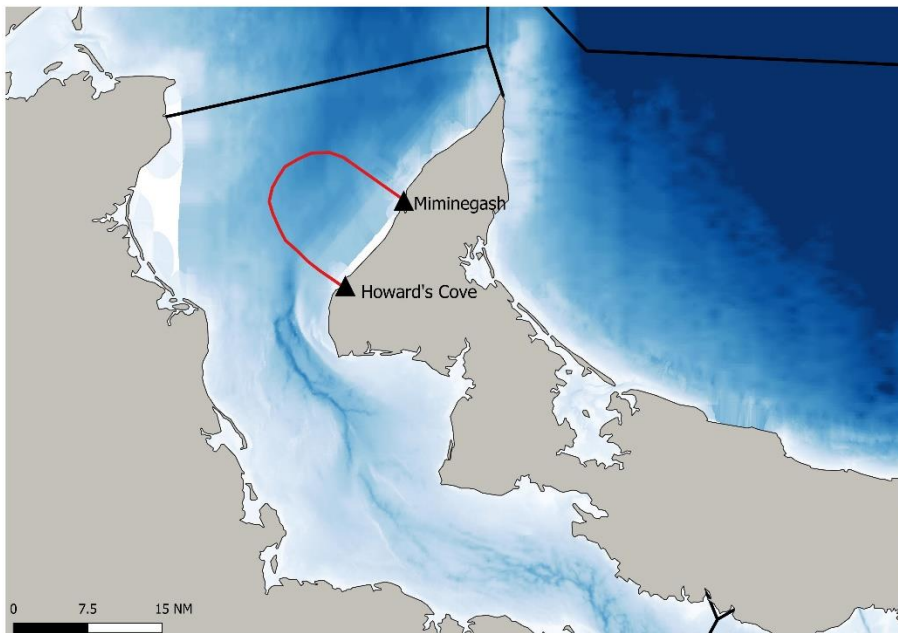


Figure 1. Location of the study area in LFA25.



5.0 Work Requirements

The Department of Fisheries and Oceans Canada requires the Contractor to provide the following:

- Complete up to five days of rock crab trap fishing at up to 24 pre-determined sampling stations, over a five day period. A maximum of 24 sampling stations will be predetermined and presented to the Contractor prior to the survey by the Department of Fisheries and Oceans (DFO). The number of fishing days will be weather dependent, and determined by the chief scientist in consultation with the captain.
- On the first day of work, deploy one scientific rock crab trap, rope and buoys at each predetermined station according to the rock crab trap survey protocol.
- On up to three subsequent days of work, retrieve, empty and re-deploy the traps in the same location.
- On the last day of work, retrieve and empty the traps.
- The traps will be the same size as standard commercial rock crab traps but will have a smaller mesh and no escape. The traps will be provided by DFO.
- At-sea activities include trap-fishing, biological measurements of captured rock crab of all sizes and of by-catch species (sorting, counting and total weight of by-catch species or species group).
- Personnel (one captain and at least two (2) crew members) must be qualified and experienced at deploying and retrieving rock crab traps and must assist DFO scientific representatives. At least one (1) member of the crew must be available to assist the DFO representatives when measuring crab and when collecting biological and physical data for the entire duration of the survey.
- The scientific authority from DFO on board can collect and conserve rock crabs, as well as other marine species, for biological studies.

6.0 Methods and Source of Acceptance

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

7.0 Project Management Control Procedures

The Scientific / Project Authority of the crown will communicate in writing with the supplier if any of the requirements of the contract are not being satisfactorily met.

8.0 Change Management Procedures

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be agreed upon by the Project Authority and the Contractor. The Contracting Authority will then create and send a contract amendment containing the changes to the Contractor for signature. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written request or instructions from anybody other than the Contracting Authority.

9.0 Ownership of Intellectual Property

All data will be the property of the crown without exception. Delivery of goods/services does not lead to



the creation of intellectual property.

10.0 DFO Obligations:

DFO chief scientist will provide and deliver to the vessel all required fishing gear including traps, rope and buoys, materials and electronics required as per this statement of work.

11.0 Contractor Obligations:

11.1 Vessel requirements:

- The contractor shall ensure that the vessel is seaworthy, the main engine, equipment and fishing gear, are in good operating condition. The vessel must have sufficient room for the work planned and be equipped with adequate mechanical and electronic navigation equipment as well as the survival equipment set out in the Canada Shipping Act.
- Maintain, throughout the contract period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations.
- The vessel will provide fuel for trips.
- The vessel and crew will be ready on twenty four (24) hours' notice within the contract period.

Note: A visit of the vessel by DFO scientific members could take place if deemed necessary.

11.2 Master and Crew requirements:

- A captain and at least two (2) qualified and experienced crew members will be required during the entire study who are able to assist DFO scientific personnel during sampling and data collection. DFO representatives should not be included when determining crew requirements.
- The crew and captain will be able to repair traps on board the vessel and at the wharf (repair materials will be provided by DFO). These crew members must be available for the entire survey. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience and give a minimum 2 week notice to the contracting authority with proof of equivalency.

12.0 Additional requirements and conditions

- Although the captain is in charge at all times, he/she shall comply with the instructions of DFO scientific authority provided the safety of the vessel and the crew members is not compromised.
- The captain and crew members must provide a healthy work environment, smoke free (inside the vessel) and respectful. Any physical, verbal or psychological harassment from the captain, crew members or contractor will not be tolerated.
- The captain of the vessel must keep a daily log of operations and activities on board the vessel, both at sea and in port, and shall allow access to the log by the DFO scientific authority at all times.
- The captain shall provide all possible cooperation and assistance to the DFO scientific authority with regards to the gathering, preparation and updating of documents concerning the specific sites sampled and the species and quantities of fish and invertebrates caught.



- No commercial fishing activities shall be conducted during the period set aside for the study. The captain may not take advantage of the research survey to do any commercial fishing.

13.0 Sampling and catches

Any catches become the exclusive property of DFO for research purposes. Neither the captain, crew nor DFO representatives may keep or consume any part of the catch.

14.0 Language of Work

Work can be carried out in French speaking or English speaking environment, as suits the contractor.

15.0 Special Requirements

Work will be performed under a Section 52 Science fishing license accompanied by a Gulf Region Fisheries Research Notice maintained by the chief scientist on behalf of DFO. A copy of the license will be given to the captain by the chief scientist and must be kept onboard for the duration of the contract.

16.0 Travel and Living

There is no provision for travel and/or living expenses under this contract.

17.0 Covid-19 Restrictions

All DFO staff and vessel crew will comply with the PEI provincial government COVID-19 safety guidelines and regulations.



ANNEX "A-1"

Charter Vessel Application Form

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

1. Owner (s)

Name (s)	Address	Phone

2. Captain

Name	
Address	
Phone	
MED Certifications (list)	
Masters Certification	
Experience for the following :	
a) Fishing gear (type and years' experience)	
b) Commercially fished species (state species fished)	
d) Vessels (state name of vessels as captain)	
e) Fishing area in the sGSL	
e) Ports in sGSL (state ports berthed)	

3. Vessel Crew

Crew Complement

Set _____ Rotating _____

Crew member 1 (required)	
Name	
Address	
Phone	
MED Certifications (list, if applicable)	



a. Fishing gear (repairs, experience and number of years)	
b. Commercially fished species (state fished species)	

Crew member 2 (required)	
Name	
Address	
Phone	
MED Certifications (list, if applicable)	
a. Fishing gear (repairs, experience and number of years)	
b. Commercially fished species (state fished species)	

3. Description of Vessel

Registration number	
Length (feet)	
Beam (feet)	
Draft (feet)	
Gross tonnage	
Registered tonnage	
Voyage class	
Name and engine type	
Engine horsepower	
Fuel capacity (litres/days, state both)	
Cruising speed (knots)	
Life rafts (type, #, capacity of each)	
Year constructed	
Construction material	
Toilet (s) (state #)	

Location of Vessel (for inspection) : _____

* Captain must be present at time of inspection by DFO Science

5. DATE OF THE MOST RECENT TRANSPORT CANADA MARINE SAFETY INSPECTION: (DATE)

6. Master/Vessel

Equipment	Make	Model et specifications
Depth Sounder (s)		
Radar 1		
Radar 2		
VHF Radios		



DGPS/plotter		
Navigation Software		
Satellite telephone		
Others		



ANNEX "B"
BASIS of PAYMENT

The Contractor will be paid all-inclusive rates as follows, for work performed in accordance with the Annex "A" Statement of work. Customs duties are included and Applicable Taxes are extra.

Firm Contract Period : from Contract award to May 16, 2022

No.	Description:	All-inclusive daily rate at sea A	Number of days B	Extended Price (AxB)
1	Vessel Charter	\$ _____	5	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

Option period 1: May 17, 2022 to May 16, 2023

No.	Description:	All-inclusive daily rate at sea A	Number of days B	Extended Price (AxB)
1	Vessel Charter	\$ _____	5	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____



Option period 2: May 17, 2023 to May 16, 2024

No.	Description:	All-inclusive daily rate at sea A	Number of days B	Extended Price (AxB)
1	Vessel Charter	\$ _____	5	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

Option period 3: May 17, 2024 to May 16, 2025

No.	Description:	All-inclusive daily rate at sea A	Number of days B	Extended Price (AxB)
1	Vessel Charter	\$ _____	5	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

For evaluation purposes:

Firm period: \$ _____ (excluding taxes)

+ Option year 1: \$ _____ (excluding taxes)

+ Option year 2: \$ _____ (excluding taxes)

+ Option year 3: \$ _____ (excluding taxes)

= Total (firm period + Option year 1 + Option year 2 + Option year 3)

\$ _____ (excluding taxes)



Notes: The submissions must include all the functioning and operating costs of the vessel (personnel (captain and 2 crew), vessel maintenance and repair costs, and fuel)). Spare traps and material for trap repair will be provided by DFO.

Payment will be made based on the number of days working at sea. To compensate for bad weather days, meaning a day where work at sea cannot be performed due to weather, a minimum of \$500.00 will be paid on each of the five days for which the contract is active.



ANNEX "C" INSURANCE CONDITIONS

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 *the Department of Fisheries and Oceans* and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The 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 to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX "D"
EVALUATION CRITERIA**

MANDATORY REQUIREMENTS

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.

It is mandatory that the following information be provided by the Supplier:

Proposals submitted for this requirement **must clearly demonstrate** that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

To demonstrate experience, the Contractor shall cite specific examples from their work history. For the purposes of this proposal, "experience" shall infer that the Captain and/or crew member provided by the contractor have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted. The Contractor must include the start and end dates including months and years and where the experience was obtained.

A vessel inspection may take place after bid closing of those vessels having met the Mandatory Criteria.

The Bidder must include the following table in their proposal and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Proposal page #
1	The bidder must complete and provide Annex A-1 as part of their bid submission.	
2	The proposal must contain a statement of the name under which the vessel is legally incorporated and a statement from the Canadian foreign ownership firm, if applicable	
3	A captain and a minimum of two crew members must be available to assist the DFO scientific team for sampling during the entire study. *Provide the names and availability statement as proof.	
4	The captain must have a minimum of 3 years/seasons of experience in commercial trap fishing (lobster, rock crab or snow crab) in the southern Gulf of St. Lawrence.	
5	The captain must have a minimum of 3 years/seasons of experience in steering and operating a vessel near the study area in the southern Gulf of St. Lawrence.	
6	The captain must have a minimum of 3 years/seasons of experience using fishing traps, the fishing grounds and current conditions of LFA 25.	
7	At least one crew member (other than the captain) must have a minimum of one year of experience in handling, repairing and maintaining traps.	
8	The vessel must include a grapple and a hydraulic hauler with a boom.	



	*A photo is required as proof.	
9	The vessel must include a sorting/grading table. *A photo is required as proof.	
10	The vessel must include a sheltered area with a table and seating. *A photo is required as proof.	
11	The vessel must possess a minimum of one toilet. *A photo is required as proof.	
12	The vessel must be equipped with a VHF radio and a CB radio in good operating condition and approved by Transport Canada, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone (for security reasons). *Photo(s) is/are required as proof. **If providing an equivalent product, this must be listed as equivalent with specifications provided.	
13	The bidder must submit a copy of the most recent valid safety inspection certificate. *A photo or copy of the certificate is required as proof.	
14	The contractor must provide a copy of the most recent valid boat inspection certificate. *A photo or copy of the certificate is required as proof.	
15	The vessel must possess a valid Transport Canada Safety Inspection Certificates (valid for 5 or more persons) for the duration of the contract period: o SIC 29 if vessel is less than 150 GRT; o SIC 31 if vessel is greater than 150 GRT *A photo or copy of the certificate is required as proof.	