



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

Bid Receiving/Réception des soumissions

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Fixed-Gear Sentinel Fishery in NAFO Fishing Area 4S		Date May 10, 2021
Solicitation No. / N° de l'invitation 30000235		
Client Reference No. / No. de référence du client(e) 30000235		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : May 25, 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 : Grace Bowness 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.

1.4 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).



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.

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 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 Quebec.

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 B.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.2.1 Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-mail: _____



5.1.3 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:

5.1.4 Electronic Payment of Invoices – Contract

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

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

5.1.5 Former Public Servant

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

Definitions

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



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

Print Name

Signature

5.1.6 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.

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

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

Signature

Print Name of Signatory

5.2 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 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.



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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

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

6.3.1.2 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 (Name of DFO Project Authority, **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 31, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) 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: Grace Bowness
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C2M6
Telephone: 506 429 6269
Facsimile: 506 452 3676
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 Technical Authority (to be completed at contract award)

The Technical Authority for the Contract is:

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

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

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

The Contact Information's of the person responsible for:

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 The Contractor will be paid in accordance with Annex "B" – Basis of Payment

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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



6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment

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 (*insert at contract award*)



6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

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 _____ (*insert at contract award*)

6.12 Insurance - Specific Requirements

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 include in their submission, 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 A9141C (2008-05-12)

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 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

Fixed-Gear Sentinel Fishery in NAFO Fishing Area 4S

1.0 Framework

1.1 Introduction

These sentinel surveys are a useful part of the cod stock assessment in the Northern Gulf of St Lawrence. They have been performed annually since 1995. Although the sentinel program has several components, this statement of work covers only gillnet and longline surveys in Quebec (NAFO fishing area 4S).

The main goal of the survey is to develop an independent abundance indicator for the fishery, which will be used to adjust total allowable catch (TAC) annually. Sentinel fishery data are available on the St. Lawrence Global Observatory (SLGO) website: <http://ogsl.ca/en/sentinel/context.html>

2.0 Contractor Requirements

Perform a sentinel fishery using gillnets and longlines, and weigh and measure the cod caught. Collect otolith samples and perform condition measurements. The contractor must:

- Ensure sampling at sea is done by fishers with a fixed-gear commercial cod licence for fishing area 4S;
- Ensure project coordination, and collect, enter, validate and transmit the data collected at sea and on land;
- Have qualified technicians on board to collect the requested data and biological samples required for the needs of Fisheries and Oceans Canada.

2.1 Tasks, Activities, Deliverables and Milestones

Sentinel fishers must fish 2 to 4 times a week at each of the 11 sites for a period of 11 weeks according to the protocol provided by DFO Science Branch and under the supervision of the contractor's coordinator. The total number of fishing trips is approximately 285. The contractor must also collect two cod samples (max 170 fish/sample) per month (June, July, August and September), for a total of 8 samples, at different sites in Area 4S. The exact number of units and samples for condition will depend on the value of the selected tender and the weather conditions.

Fishing activities must take place along the North Shore of the Gulf of St Lawrence in the following areas or other acceptable areas: Port-Cartier, Kégaska, Natasquan, Tête à la Baleine, Mutton Bay, Harrington Harbour, Rivière St-Paul and Blanc-Sablon.

All areas use only gillnets except for the Eastern area, which uses both gillnets and longlines.

The contractor must hire one or two field technicians to cover the 11-week fishing season and monitor activities in the field. The field technicians help increase data quality and assist with communication between fishers and the contractor. The goal is to ensure the scientific protocol is correctly followed.

A logbook must be filled out (gear, effort, site, etc.) for each fishing trip, the fish caught must be weighed, counted and measured (cod), and cod otolith samples must be collected.

Depending on the availability of the company offering dockside weighing services, fishers will have to weigh their catch at the dock on returning from each fishing trip, especially in June and July (at the contractor's cost).



During the regular fishing season, fishers must collect two cod samples per month (June, July, August and September) at different sites in Area 4S, and the cod will be frozen for future analysis in the laboratory. The data collected for condition include fish weight and length, otolith samples and organ weights (stomach, liver, gonads). These data must be entered into the sentinel database ("fixed gear" database provided by DFO) and emailed to DFO science representatives by November.

The contractor's staff must apply the science protocol (applicable under this contract) according to DFO requirements for data collection. Once the fishing season is over, the data set will be entered into the "fixed gear" file (logbook, fish data), validated and delivered (electronic version) in November of each year. All data collected are the property of DFO. The contractor may not make the data it collects public.

The contractor must communicate sentinel sampling activities to fishers and fishers' organizations and to DFO management and science branch representatives.

The following deliverables apply under this project:

- 1) List of fishing trips (number of trips per site, catch per trip and number of cod samples for condition) in June and July before July 31, each year.
- 2) All data collected in June, July, August and September (information on fishing trips, catches, frequency, length, conditions and other), and otolith, fish or other samples required under the scientific protocol or special sampling. Samples must be clearly identified with the date, fishing location, vessel name and project number and sent to DFO by November 30, each year.

3.0 Other Statement of Work Conditions

3.1 DFO's Obligations

DFO is responsible for providing the following under this contract:

- Database for entering data ("fixed gear" electronic file);
- Otolith envelopes; and
- Scientific fishing licence delivered to the fishing master hired by the contractor for the vessel determined.

Note: DFO will not provide any materials or equipment.

3.2 Language of Work

The language of work is English or French.

3.3 Special Requirements

Any fishing activities that do not comply with the scientific protocol are in violation of the fishing licence conditions and may lead to cancellation of the contract.

3.4 Change Management Procedures

Any changes to the scope of the project will be discussed by the DFO Project Authority and Contractor and actioned by means of a formal contract amendment issued by the Contracting Authority.



3.5 Ownership of Intellectual Property

No IP will be generated from this project.

Protocol

2021 Groundfish Sentinel Program

A. Fixed Gear (4S) Sentinel Instructions

LOGBOOK: SENTINEL FISHERMAN LOG INSHORE FISHERY (refer to page 4)

Fill all requested information on the sentinel logbook

- **TYPE OF GEAR:** Gillnet or Longline
- **VESSEL NAME**
- **FISHERMAN**
- **C.F.V. No. :** Commercial Fishing Vessel number
- **PORT of LANDING**
- **DATE:** date of the onset of the fishing activity
- **POSITION:** latitude and longitude
- **ZONE:** NAFO area, 4Sv, 4Sw, 4Sy etc.

- **SET NUMBER:** The set numbers are sequential. Start at “1” at the beginning of a fishing season. Keep incrementing from your last set in regular sentinel activity. **Each line in the SENTINEL FISHERMAN LOG must have a different “Set Number”** even if there is no catch for Cod. One consecutive number for each activity even if it is the same day.

- **DEPTH:** fishing depth in fathoms.

- **No. of Nets or hooks hauled :** number of nets or hooks

- **START TIME:** time (hh:mm) when the gear is set in the water

- **SOAK TIME (duration):** soak time in hours. When fishing longline the requested soak time is between 4 and 6 hours. When fishing gillnets the requested soak time is between 19 and 24 hours.

- **GILLNETS Mesh size:** sentinel activities are done with gillnet Mesh size of 5 ½ inches = 140 mm. The maximum number of nets allowed is 12 for the Blanc Sablon area and 20 for the other areas. See hereafter the section on gillnet fishing effort (page 2).

- **LONGLINES type of hooks and fishing effort:** Longline sentinel activities should be performed with either J#16 hooks or circular C #12 hooks. The maximum fishing effort is set at 1000 hooks per activity. See hereafter the section on longline fishing effort (page 2).

- **CATCH IN KILOGRAMS:** for every species in the catch, indicate the catch weight in kilos in the appropriate section referring to **kept** or **discarded**. For species other than cod also indicate the number of fish beside their total weight. Circle the number of fish to prevent confusion.



FIXED GEAR (4S) SENTINEL INSTRUCTIONS (SECTION A CONT.)

FISHING EFFORT:

Gear Restriction Fixed Gear Sentinel Program

Sentinel fishers must abide to the gear restriction policy, concerning the 2014 sentinel program and fishing effort. The gear restriction policy states that, in order to avoid excess catches of cod during the sentinel program, the LNSFA imposes a 50% reduction in gear (effort) per site if average catches are above of 750 kg (round) of cod after **three consecutive activities**. If the catch is less than 500 kg in one activity after reducing your effort (gear number) by 50% you have to double your gear on your next trip. You should not go over or below the maximum and minimum amount of gear allowed. **The sentinel fishing season will start with half of the maximum amount of gear authorized (see table 2 below).**

Table 1: Decision rules for sentinel effort (amount of gear deployed per activity) in 4S for 2014 with respect to conservation measures for a stock currently at low levels and DFO science being able to have a representative sample.

Guiding principle	The target catch is 500 kg (equivalent weight of 250 fish measured).
IF.....	Then.....
Average catches exceed 750 kg for three consecutive activities	Reduce the amount of gear by half for the next activity without going below the minimum number of gear allowed.
The catch of one activity is less than 500 kg.	Double the amount of gear for the next activity without going above the maximum amount of gear allowed.

Table 2: Amount of gear used per sentinel activity in 4S.

	Longline hooks-all sites	Gillnet- Longliner sites	Gillnet-Blanc Sablon
First activity starts with	500	10	6
Maximum	1,000	20	12
Minimum	500	10	6

Once the average catches exceed 750kg for three consecutive activities and the sentinel fisher has begun gear reduction, the sentinel fisher must remain at the same position (latitude & longitude). A sentinel fisher is not authorized to move their gear (change latitude and longitude), once gear reduction is occurring, due to average catches above of 750 kg after three consecutive activities. If the sample size of 250 fish is being reached, then the sentinel fisher must remain at the same position.



FIXED GEAR (4S) SENTINEL INSTRUCTIONS (SECTION A CONT.)

FISH FORM (LENGTH FREQUENCIES) (see below):

- One 'Fish Form' must be filled for each line in the logbook where Cod was caught.
- **If fishing at 2 sites the same day, catches should be kept separated and 2 'Fish Form' must be filled (2 lines in logbook).**
- **Fishing Set No. (Use same Number as in the logbook).**
- Landed weight should be the same as catch weight (**kept**) in the logbook.
- **Sample weight:** Total weight of the fish measured. It is equal to the landed weight when all fish are measured.
- Measure cod, fork length (cm)

OTOLITHS:

- Otoliths: **1 sample every 3 weeks.**
- Sample 1 pair of otoliths for every centimeter (same as last year).
- Use pre-identified envelopes. (**Sample No.= Fishing Set No.**)
- Fish No. is the number used on the "Fish Form". Starts at "1" for each activity.

CONDITION

- See detailed protocol, section B.

MARINE MAMMALS:

- Record species and weights in the logbook in the "comments" section.
- See specific protocol in the case of harbour porpoise.

SCALE –PESOLA (supplied by the Contractor)

➤ **Make sure the scales are working properly**

This is very important since this is the key to the index catch per unit effort.

- Procedure for proper weighing
- **Adjust zero** position on the scale. With the scale in measuring position attach empty orange fish basket on the hook of the scale. Turn the screw on top of the scale to set the zero (front screw read Zero). This is done to remove the weight of the basket to measure weight of fish only, not basket.
- Weight of the fish. Put the fish in the basket (same as the one used for zero adjustment), not over 48 Kg or the weight will not be accurate. To make sure you have accurate measurements the basket must not touch anything while being weighted.
- After use, rinse the scale with **fresh water**. This is important to keep the scale in good condition. You can also apply dry soap on both sides of the slot and on the outside of the tube within the range of the drag pointer (reduces possible friction).
- Do not load scale abruptly.



SENTINEL FISHERMAN LOG

INSHORE FISHERY

TYPE OF GEAR

VESSEL NAME _____

FISHERMAN _____

GILLNET LONGLINE OTHER _____

C.F.V. No. _____

PORT OF LANDING _____

DATE	POSITION Loran-C or Latitude/Longitude or Description	ZONE	SET NUMBER	DEPTH (fathoms)	No. of NETS or HOOKS hailed	START TIME (hh:mm)	SOAK TIME (duration)	GILLNETS Mesh size	LONGLINES type of hooks (Circle or J)	Main Species Sought	CATCH IN KILOGRAMS						
											Species	COD	FLOUNDER	OTHER SPECIES			
											Kept						
											Discarded						
											Kept						
											Discarded						
											Kept						
											Discarded						
											Kept						
											Discarded						
											Kept						
											Discarded						

COMMENTS (Weather, Fish spawning, Presence of seals, etc.)



2021 GROUND FISH SENTINEL fixed gear PROGRAM
B. Sampling Protocol for Fish condition in 4S

The fish condition reflects the ability of an individual or a population in finding and storing energy under prevailing environmental conditions. Fish in good condition have better chances of survival than fish in poor condition. Fish condition is evaluated by laboratory analysis with cod samples. Please follow these sampling instructions.

Sample fish between 30 and 80 cm

Sample collection:

Fishing season: Collect two samples per month (June, July, August and September) in 4S: These two samples are collected at different sites.

- Samples must be collected with **longline or gillnet**.
- **One sample is composed of 170 fish:** 10 fish by 3 cm length classes, sizes from 30 to 80 cm. Use the stratification sheet.
- **If it's not possible to fill some length classes, complete the sample with fish between 30 and 55 cm in length.**

Method: Fish have to be well preserved, rotten fish will not be analysed

- Collect only **round fish (very important)**.
- Collect fish between 30 and 80 cm in length.
- **Put a sturdy plastic bag into a waxed box. Lay the fish flat in the plastic bag. Do not put too many per bag this could prevent the fish from freezing. Make sure the plastic bag is closed properly to prevent fish from drying in the freezer.**
- Keep different samples in different boxes.

- Fill a label for fish condition and place it in the box or bag so it can be seen easily

FISH CONDITION (FIXED GEAR)

STN: _____

DATE: _____

SET #: _____

Number of fish: _____

- All boxes should be well identified.
- Write with a marker on the box.
- **Freeze as soon as possible.**



2021 GROUND FISH SENTINEL fixed gear PROGRAM

LABORATORY PROTOCOL FOR COD CONDITION (B. CONT.)

VERY IMPORTANT

IF YOU HAVE ANY DOUBTS ON THE QUALITY OF PRESERVATION OF THE FISH, IF IT IS ROTTEN OR THE LIVER IS LIQUEFIED (RUNNY) OR THE FISH IS DAMAGED TO A POINT YOU ARE NOT SURE OF THE MEASUREMENTS, **DO NOT TAKE ANY MEASUREMENTS DISCARD THE FISH.**

USE THE "BIOLOGICAL MEASUREMENTS" SHEET TO NOTE ALL THE INFORMATION.

BIOLOGICAL MEASUREMENTS

- **Identify each fish with a sequential number.**
- Fork length to the nearest mm (± 1 mm)
- Total weight (± 0.1 g)
- Sex
 - 1 = male
 - 5 = female
 - 9 = immature
 - 0 = Unknow
- Maturity, **see chart**
- Gonad weight (± 0.01 g)
- Liver weight (± 0.01 g)
- Stomach content weight (± 0.01 g). Empty the stomach into a container and weight the content.



BIOLOGICAL MEASUREMENTS										
C.F.V.				Sampling date:	/	/		Gear type	Longline	<input type="checkbox"/>
Station#				Date of analyse	/	/			gillnet	<input type="checkbox"/>
Boat or fisherman name				Set #:						
Fish number	Fork length (mm)	Total weight (± 0.1 g)	Sex 1=male 5=female 9=immature	Maturity see chart	Gonad weight (± 0.01 g)	Liver weight (± 0.01 g)	Stomach Content Weight (± 0.01 g)	Tissue sampled Otoliths*	Comments	



FISH-FORM

Coded by: _____	Species: _____	Fishing Set No. _____
District: _____	Date: _____ ddmmyy	Fishing loc.(Nafo): _____
Vessel: _____	C.F.V. _____	Gear: _____

Sorting criteria: _____	Category code: _____
Landed weight: _____ kg	Sample weight: _____ kg

Fish No	Length	Sex: __ Interval: __ Type of length: __	Total		Fish No	Length	Sex: __ Interval: __ Type of length: __	Total
	0					0		
	1					1		
	2					2		
	3					3		
	4					4		
	5					5		
	6					6		
	7					7		
	8					8		
	9					9		
	0					0		
	1					1		
	2					2		
	3					3		
	4					4		
	5					5		
	6					6		
	7					7		
	8					8		
	9					9		
	0					0		
	1					1		
	2					2		
	3					3		
	4					4		
	5					5		
	6					6		
	7					7		
	8					8		
	9					9		
	0					0		
	1					1		
	2					2		
	3					3		
	4					4		
	5					5		
	6					6		
	7					7		
	8					8		
	9					9		

Comments: _____



ANNEX "B"
BASIS of PAYMENT

The firm price per year MUST include ALL costs associated with conducting the work (fishing gear, freighting and vessel operations, crew wages, food, fuel, vessel insurance, maintenance and repairs, contract administration, sampling logistics, field technicians, scientists, freight, equipment leasing, material shipping, communications, computers, insurance fees and various other expenses).

Firm period - Date of Contract to May 31, 2022

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
Fixed-Gear Sentinel Fishery activity	Each	285	\$ _____	\$ _____
Condition Cod sample	Each	8	\$ _____	\$ _____
Total Price (excluding taxes)				\$ _____

Option Year – June 1, 2022 to May 31, 2023

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
Fixed-Gear Sentinel Fishery activity	Each	285	\$ _____	\$ _____
Condition Cod sample	Each	8	\$ _____	\$ _____
Total Price (excluding taxes)				\$ _____

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

One lump sum payment will be made each year.



ANNEX "C" INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The 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**

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.

The Bidder must include the following tables in their proposal, indicating the proposal page number or section that contains information to verify that the criterion has been met.

For the Bidder’s examples and for each of the proposed resources, project experience is to be used to demonstrate compliancy and must include the following information:

- The client organization;
- The dates/duration of the project (month and year);
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

Proposals which do not contain the following documentation will be declared non-responsive and no further evaluation will be conducted with respect to the proposal.

Mandatory Criteria

	MANDATORY CRITERIA	REFERENCE PAGE
M1.	The contractor MUST be a commercial fishing organization that includes ground fish fishermen and with a minimum of five (5) years of existence.	
M2.	The contractor MUST show that participating vessel masters have at least two (2) years of experience in ground fish fishing or in sentinel surveys.	
M3.	The contractor MUST demonstrate that it has at least five (5) years of experience in project management involving a scientific fisheries protocol for ground fish fisheries.	