



**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).

<b>Title / Titre</b> Mobile Sentinel Fishery in Northern Gulf of St-Lawrence		<b>Date</b> May 11, 2021
<b>Solicitation No. / N° de l'invitation</b> 30000227		
<b>Client Reference No. / No. de référence du client(e)</b> 30000227		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> May 26, 2021		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Grace Bowness <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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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).



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## 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.



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## **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.



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## **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: \_\_\_\_\_





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### 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.



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## 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](#)



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## 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](mailto: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 June 30, 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](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: AP Coder (*insert at contract award*)





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## 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](#)".



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## ANNEX "A" STATEMENT OF WORK

### Sentinel fisheries using mobile gear - NAFO Fishing areas 4S and 4T (northern part).

#### 1.0 Framework

##### 1.1 Introduction

This work is a useful component for the assessment of several groundfish stocks including the northern Gulf cod, Atlantic halibut, redfish and Greenland halibut (turbot). These surveys began in 1995 and have been conducted each July since that time.

Although the sentinel program covers several components, the specifications here concern only the trawl surveys in fishing areas 4S and 4T (northern part).

The survey's main objective is to develop an independent abundance index for the fishery, which will ultimately be used for the annual adjustment of total allowable catches (TAC). The data from this program are available on the website of the St. Lawrence Global Observatory (SLGO): <http://ogsl.ca/en/sentinel/data/fixed.html>

#### 2.0 Contractor's requirements

Conduct a sentinel trawl survey in fishing area 4S (over 10 fathoms) and 4T (northern part) (over 100 fathoms) in July, weigh and measure the fish caught (cod, redfish, halibut and turbot). Harvest otolith samples from the cod and assess their condition.

To do so, the Contractor must:

- Ensure the at-sea sampling by one or more fishers with a commercial license to fish cod with mobile gear in fishing areas 4S and 4T;
- Be able to use *Star Balloon 300*-type trawls mounted on a Rock Hopper bicycle (145 mm mesh size with a 40 mm lining in the cod-end);
- Do basic maintenance on trawls when surveys end;
- Have technicians certified by a DFO-accredited company (observers) on all vessels to collect the biological data and samples for DFO needs.

##### 2.1 Tasks, activities, deliverables and milestones

The Contractor's employees must apply the sciences protocol according to DFO requirements regarding data collection. Once the survey has been completed, all data will be entered and validated by the Observer Program. The presence of observers is mandatory because the trawls are equipped with a fine mesh lining for catching juveniles, which is illegal for commercial fishing. The rear trawlers must be at least 45 feet long. Participating fishers must do approximately 120 hauls (station) at the beginning of July and note the weight of each species caught. They must measure the length of a cod sample and collect the otoliths. The time period must be observed because Newfoundland trawlers fish the 4R and 3Pn section at the same time (This involves a different contract). The number of stations will depend on the value of the chosen offer. As soon as it is finalized, the final list of the stations' latitudes and longitudes, by strata, will be sent to the selected Contractor. However, the stations are generally divided over the entirety of fishing area 4S and the northern part of 4T (see map <http://ogsl.ca/en/sentinel/context.html>)

The data collected must be entered by the Observer Program and it will then be sent to DFO. All collected data will remain the property of DFO. The Contractor must not publically disseminate the collected data.



The Contractor must ensure communication of sentinel sampling activities to fishers and fishing associations, and to DFO management and DFO Science representatives.

The following deliverable items must be respected within the framework of this project:

- 1) Report on completed hauls (number of station per fisher) and return of the temperature probe, prior to July 30 of each year.
- 2) All collected data (information on the trip, haul, catch, length frequencies, etc.) certified and compliant with Observer Program procedures, in electronic format (input and validation) and paper format, and transmitted directly by the observer company (certified) to the Scientific Authority prior to October 15 of each year. The otolith samples, fish or other items required by the scientific protocol must be clearly identified with the date, fishery location, vessel name and project number and sent to DFO prior to October 15 of each year.
- 3) A description of the trawls' condition before and after their basic maintenance, prior to December 15 of each year.

### **3.0 Other conditions of the statement of work**

#### **3.1 DFO obligations**

DFO is responsible for providing the following in support of the contract:

- Input data database ("SaisieFixe" electronic file);
- Otolith stratification sheet and waxed cardboard boxes;
- Final list of stations' latitudes and longitudes will be sent to the Contractor once the contract has been awarded;
- Experimental licence issued in the name of the fishing captain hired by the Contractor for the specified vessel; and
- Vemco temperature probes, which must be returned to DFO (DFO will provide a stamped envelope) once the July survey has been completed.

Note: DFO will provide no other equipment or material.

#### **3.4 Working language**

The working language is English or French.

#### **3.5 Specific requirements**

Any fishery that does not comply with the scientific protocol would contravene the conditions of the experimental licence which could lead to termination of the contract.

#### **3.6 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.

#### **3.7 Ownership of Intellectual Property**

No IP will be generated from this project.



## 2021 Mobile sentinel fishery

### General scientific protocol

The purpose of this survey is to collect data that will be used to calculate abundance indices for different fish stocks including cod, turbot, Atlantic Halibut and redfish. The mobile sentinel fishery survey follows a stratified random sampling plan based on predetermined depth strata. The northern gulf is therefore divided because the depth has an impact on the distribution of fish and invertebrate species. The number of stations allocated is proportional to the surface of the strata; a minimum of three stations is allocated to the smallest strata. The mobile sentinel fishery survey in area 4S and the northern part of 4T includes some 120 stations.

#### Standard haul:

The fishing gear is the standard sentinel trawl, namely the *Star Balloon* 300 mounted on a *Rock Hopper* bicycle provided by DFO. The mesh size is 145 mm with a 40 mm lining in the cod-end. Standard hauls lasting 30 minutes are done at a speed of 2.5 knots. The 30-minute duration is calculated from the moment the winches are stopped (after the gear is deployed) up until the moment the winches are restarted to raise the trawl. A haul is considered to be valid if it lasts at least 15 minutes, but not more than 30 minutes, with the gear properly deployed. **If there is major damage to the gear that could have affected the catch, the haul is rejected and must be redone, either at the same location if the sea floor is adequate, or at another station in the same stratum.**

#### Survey stations and sampling procedure - Main and alternate stations:

The list of main and alternate stations as well as the position of hauls are provided by DFO – Science. **However, the captain is responsible for ensuring that the positions can be trawled.** Maps showing the stations to be surveyed are also provided. On the maps, stations are represented by "•" for main stations and "o" for alternate stations. The list of main and alternate stations is also found attached to the Scientific Collection Permit.

- All of the main stations must be visited. If a station is trawlable, it must be visited. If the haul is successful (minimum of 15 minutes and gear properly deployed), continue on to the next. **The captain is responsible for making sure that the station can be trawled.**
- If the main station is considered to be untrawlable (poor sea floor, presence of fishing gear, etc.) by the captain with confirmation by the observer, the captain must visit the alternate replacement stations in the same stratum until a station is deemed trawlable or until **three** alternate stations in the same stratum have been visited and deemed untrawlable..
- For the main and alternate stations, if a sea floor is deemed trawlable **within 1.5 nautical miles around this same station**, the captain may complete the haul.

Complete and return the *Summary of Sentinel Survey Stations* along with the temperature probe. Use the stamped envelope.

#### The retaining cable:

The retaining cable must be installed and used. **All hauls** must be done with the retaining cable. However, for safety reasons, the captain may decide not to use it.



**☒ The Vemco temperature probe (provided by DFO):**

**Install the Vemco probe before the first fishing activity.** The probe should be installed **securely** on the trawl's headline. The probe is left in place for the entire duration of the sentinel fishery survey.

**The observer must send the probe to the Maurice Lamontagne Institute immediately after the final fishing activity. DFO provides a stamped envelope.**

**☒ Trawl characteristics:**

Describe the trawl's characteristics (number of floats, type of door, mesh size, opening, etc.)

**☒ Data collection: (use the forms: "catch registration" and "fish")**

**For every haul:**

- Record the weight of the catch for each species.
- Record the number of individuals caught for the unmeasured species of fish.
- Record the weight of the measured sample if the catch is not all measured.

**Cod:**

- **Measure (cm)** a maximum of 200 cod per haul (fork length).
- **In area 4S only:** Collect 15 pairs of 3 cm long **otoliths** for each class.
  - Use the otolith stratification sheet.
  - Use the otolith envelopes and put all the required information on the envelope.
- **Cod stomachs** are not collected.

**Atlantic halibut:**

- **Measure (cm) and determine the sex and maturity of all Atlantic halibut that are caught**, even those that are less than 85 cm.
- Collect the **otoliths** from all the Atlantic halibut and fill in the information on the envelope.
- Collect the **stomach** from each Atlantic halibut.

**Turbot (Greenland halibut):**

- Measure (cm) and determine the sex of a maximum of 200 turbot per haul (fork length).
- Establish **three length frequencies** (male, female and immature < 16 cm) for each haul.

**Herring:**

- Measure (mm) a maximum of 150 herring per haul (total length).

**Capelin:**

- Measure (mm) a maximum of 100 capelins per haul (total length).

**Witch flounder:**

- Measure (cm) and determine the sex of a maximum of 200 witch flounders per haul (total length).
- Establish **three length frequencies** (male, female and immature < 15 cm) for each haul.



- To determine the sex of witch flounders, simply make a small incision on the fish's visceral cavity to expose the gonad. In general, it is possible to determine the sex of individuals measuring 15 cm or more.

#### **Redfish:**

- Measure (cm) and determine the sex of a maximum of 200 redfish per haul (fork length).
- Establish **three length frequencies** (male, female and immature < 16 cm) for each haul.

#### **Wolffish:**

Of the three species of wolffish found in Canada's Atlantic waters, two are endangered and the third is a species of special concern. In Canada, a new law protects these species. The Species at Risk Act was created to prevent wildlife species from becoming extinct. Proper handling and a quick return to the water increase their chance of survival.

- For each species of wolffish, weigh and count the entire catch. Use the wolffish identification guide.
- Handle with care and return to the water as quickly as possible.

#### **Cetaceans, seals and sea turtles:**

- **For every haul** during which you see or catch specimens, record the information (species and number of individuals).

#### **☒ The collected samples - Atlantic halibut stomachs:**

- **Freezing:** all frozen samples must be frozen as soon as possible. Freeze them in the waxed cardboard boxes.
- **Identification:** Boxes, labels, bags and envelopes. Always verify the information requested for each type of sample. Write down all the required information.

#### **☒ Discretionary haul:**

**Discretionary hauls are forbidden.**









**FISH-FORM**



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: __	Total	Fish No	Length	Sex: __ Interval: __	Total
		Type of length: __				Type of length: __	
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			



**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 June 30, 2022**

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
Sentinel Fishery mobile gear activity	Each	120	\$ _____	\$ _____
<b>Total Price (excluding taxes)</b>				\$ _____

**Option Year – July 1, 2022 to June 30, 2023**

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
Fixed-Gear Sentinel Fishery activity	Each	120	\$ _____	\$ _____
<b>Total Price (excluding taxes)</b>				\$ _____

\*\* 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.



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## 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**

	<b>MANDATORY CRITERIA</b>	<b>REFERENCE PAGE</b>
<b>M1.</b>	The contractor <b>MUST</b> be a commercial fishing organization that includes ground fish fishermen and with a minimum of 60 months of existence.	
<b>M2.</b>	The contractor <b>MUST</b> show that participating vessel masters have at least 2 seasons of experience in groundfish fishing or in sentinel surveys.	
<b>M3.</b>	The contractor <b>MUST</b> demonstrate that it has at least 60 months of experience in project management involving a scientific fisheries protocol for ground fish fisheries.  A description of the Project(s) must be provided, no more than 200 words each.	