



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

Bid Receiving/Réception des soumissions

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

Email / Courriel :

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Vessel charter to carry out trawl surveys for snow crab populations on the Gulf of Saint Lawrence.		Date June 2, 2022
Solicitation No. / N° de l'invitation 30002161		
Client Reference No. / No. de référence du client(e) 30002161		
Solicitation Closes / L'invitation prend fin At / à : 14h00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : June 22, 2022		
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 : Kimberly Walker Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

Emails with links to bid documents will not be accepted.

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.3.3 List of Names for Integrity Verification Form

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

5.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____



Telephone: _____
 Facsimile: _____
 E-mail: _____

5.3.5 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:

5.3.6 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



-
- 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.

5.3.7 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

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



**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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

6.3.1.1 [2010C](#) ((2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of [2010C](#) (2013-03-21), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2013-03-21) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract award through to 31 march, 2023 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 two (2) 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.

Option periods if exercised will be April 1, 2023 through to March 31, 2024 and April 1, 2024 through to March 31, 2025.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer

Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Dr, Fredericton, NB, E3C 2M6
E-mail : DFOTenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____-____-_____
 E-mail address: _____

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

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

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____-____-_____
 Facsimile: ____-____-_____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ *(insert amount at contract award)*. Customs duties are _____ *(insert "included", "excluded" or "are subject to exemption")* and Applicable Taxes are extra.

Fuel Direct Expenses



The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ _____ (to be inserted at Contract award)

Total Estimated Contract Price : _____ (insert the sum of the firm price and the limitation of expenditure), Applicable Taxes extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (insert "included", "excluded" or "subject to exemption") 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 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

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@DFO-MPO.gc.ca

AP Coder: (to be inserted at contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information



are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined **in the province or territory where the goods and/or services are to be rendered.**

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Marine Liability Insurance;
- (f)
- (g) Annex D, Charter vessel application form;
- (h) the Contractor's bid dated _____ [insert date of bid \[If the bid was clarified or amended, insert at the time of contract award\]](#): “, as clarified on _____ **or**, as amended on _____ [and insert date\(s\) of clarification\(s\) or amendment\(s\)](#)

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

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 SACC Manual Clauses



SACC Manual Clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals
SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

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](#)".

6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

6.16 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.



ANNEX “A” STATEMENT OF WORK

1. Scope

1.1. Title

Vessel Charter to Carry Out Trawl Surveys For Snow Crab.

1.2. Objective

Request to charter a vessel to carry out trawl surveys at up to a maximum of 355 predetermined stations to assess stock conditions and study the biological cycle of snow crab in the southern Gulf of St. Lawrence. The decision to add or eliminate the number of stations is to the discretion of the department of Fisheries and Oceans (DFO).

1.3. Contract Work Period

On or about July 2nd, 2022 (or around that date) through to November 30th, 2022 (2022/2023 fiscal year) with options to renew for 2 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

The decision by the Project Authority, as to whether or not to exercise the “Option to Renew” will be dependent on operational requirements, the funding availability and satisfactory performance of the Contractors awarded the Standing Offers for the period effective date.

1.4. Contract Area of Operation

The work will be conducted throughout the southern Gulf of Saint Lawrence (see attached figure 1 showing sampling stations).

The vessel must be available to start work by July 2nd, 2022. The contactor will be informed of the exact dates for the given year by the chief scientist with a minimum notice of two weeks before work commences annually. Berthing ports for loading and unloading the vessel at the beginning and at the end of this project will also be determined by the chief scientist.

The vessel must be willing to berth at various ports in the southern Gulf of St. Lawrence.

2. Requirements

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

- Completing one trawl tow at each predetermined station according to the snow crab trawling protocol. Up to a maximum of 355 sampling stations will be predetermined and presented to the Contractor prior to the survey (or when renewing the contract) by the Department of Fisheries and Oceans (DFO). DFO reserves the right to add or eliminate the number of stations according to their needs.
- The sampling will be done using a 20-meter Norway lobster trawl provided by DFO.
- The work at each station will only be considered complete when a trawl tow has been successfully done. A successful trawl tow is a five (5) minute tow with no tearing of the trawl, in which the trawl behaves normally, as observed by an independent acoustic system, regardless of the amount of crab caught. The DFO project leader on board will verify and confirm the success of each tow.
- If the first trawl tow at any given station is not completed, three other tows (called alternative tows) at predetermined positions could be performed to meet the requirements of a successful trawl tow



as mentioned above. If all four tow attempts (the initial tow and the 3 alternative tows) are deemed incomplete at one given station, this station will be abandoned (see method payments for the definition of a worked station and payment associated with it).

- At-sea activities include trawling, biological measurements of captured snow crab of all sizes and other by-catch species (sorting, counting and total weight of by-catch species or species group) and oceanographic measurements with the use of a CTD (i.e. temperature, salinity, acidity, sediment) for each station. Additionally, for 100 predetermined stations, individual size measurements for by-catches species will also be collected.
- Personnel (one captain and at least four (4) crew members) must be qualified and experienced to operate a Norway lobster trawl and assist DFO scientific representatives. At least four (4) members of the crew must be available to assist the DFO representatives when measuring crab and when collecting biological and physical data for the entire duration of the survey.
- The scientific authority from DFO on board can decide to collect and conserve snow crabs, as well as other marine species for biological studies. The consumption of snow crab and all other species caught during the survey is prohibited.

2.1 Methods and Source of Acceptance

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

2.2 Project Management Control Procedures

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

1. If the specific individuals are identified in the Contract to perform Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.3 Change Management Procedures

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 request or instructions from anybody other than the Contracting Authority.



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

3. Other terms and conditions of the statement of work

3.1. DFO Support

There is no requirement for access by the contractor to DFO facilities, documentation or networks.

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

DFO shall provide all fishing gear including trawl doors, nets and repair materials. Trawl monitoring sensor system (e-Sonar), hull mounted hydrophone and DBR receivers will be provided by DFO.

3.2. Contractor's Obligations: Vessel Requirements

- Ensure that the vessel is seaworthy, the main engine, equipment and fishing gear are in good operating condition.
- The vessel owner must submit to DFO a detailed list of vessel repairs during the last three (3) years.
- Only successful tows will be paid or if a given station is abandoned (ripped net) after 4 attempts (the original tow and the three alternate tows) due to difficult bottom (the success will be determined by the DFO chief scientist onboard).
- If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
- If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time. Canada will be the sole judge of the capability of the vessel.
- Possess a Home Trade Voyage Class 3 certificate or equivalent allowing travel within 200 nautical miles of the coast.
- Maintain, throughout the contract period, all certificates, lifesaving equipment and apparatus as required by The Canada Shipping Act and pursuant regulations.
- Possess a valid Transport Canada Safety Inspection Certificates (valid for 8 or more persons) for the duration of the contract period:
 - o SIC 29 if vessel is less than 150 GRT;
 - o SIC 31 if vessel is greater than 150 GRTThe contractor must also provide a copy of the most recent boat inspection certificate.
- The vessel must be a stern trawler. The hull must be fiberglass, steel or wood. The vessel must measure at least 64' long but no more than 80' (length preference is closest to 64' as this vessel size is what has been mostly used for past trawl surveys)
- The vessel must be rigged with at least one winch equipped with two drums, gantry and stern ramp to haul a bottom trawl net with doors (Norway lobster trawl with a 20-meter headline) and warps (3/4") that are long enough (500 fathoms) for fishing at a depth of more than 200 fathoms/360 meters. The vessel must be able to trawl at a constant speed of 2 knots.



- The vessel must be equipped with a VHF radio and a CB radio in good operating condition and approved by Transport Canada, a sounder, a plotter, a digital GPS, a Novatec navigation system or its equivalent, radar and a cellular and satellite telephone (for security reasons).
- The vessel must be equipped with sufficient lighting to work safely on the deck at night. It should also have a 120-volt AC generator for the operation of DFO's electronic acoustic system. All exterior plugs must be marine grade plugs.
- The vessel should be equipped with a steel box (approximate size: 10 feet in length x 5 feet width x 1 ½ foot height surrounded by 1 ½ foot wall). This box will help the DFO personnel to sort the species caught in the trawl. The steel box should open and close, allowing the catch from the trawl to be safely released at sea (see attached picture 1 for an example). **The fabrication and installation costs associated should be included in the price of the contract.**
- The vessel should have the necessary space for the installation of crab measuring room on deck (approximate surface of 80 square feet: see attached picture 2 for an example). The measuring room is necessary to reduce noise, maintain lower air temperature for measuring snow crabs and record the data. The vessel owner shall assure the construction of this room and the cost of the materials and labor for the temporary measuring room should be included in the price of the contract.
- The vessel should have the necessary space for installing an oceanographic winch on the deck for the duration of the operation by DFO. The modification and installation hydraulic system for the addition of the winch and its removal costs should be included in the price of the contract.
- The wheelhouse should have enough space (approximately 25 square feet) for the installation of the acoustic system electronics and two laptops. This will allow the DFO representative to gather data coming from sounders arranged on the trawl during tow. This work station must have seating provided.
- The vessel should have enough room to store scientific material (minimum of 5 Norway lobster trawl nets, 4 pairs of trawl doors, spare nettings, extra acoustic system and sampling material), one Xactic tank (approximately 710 litres) and one chest freezer (1000 litres) for storage of biological samples.
- In addition to accommodations for the captain and crew, at least four (4) bunks shall be provided for DFO scientific personnel. Sleeping quarters for DFO scientific personnel must have a functional air conditioning system.
- The vessel must possess a minimum of one (1) toilet and one (1) shower.
- The vessel must be capable of hauling snow crab traps of the type and size typically used in the southern Gulf of St. Lawrence.
- The vessel must possess an overhead net drum to allow net to be properly inspected for any damage at the completion of each tow.
- The vessel must provide fuel, food and fresh water supply for trips of up to ten (10) days duration.
- The vessel must possess two (2) - 8 man (minimum) inflatable or rigid life rafts.

3.3. Contractor's Obligations: Master and Crew

- A captain and at least four (4) qualified and experienced crew members will be required during the entire study that are able to assist DFO scientific personnel during sampling and data collection. DFO representatives should not be included when determining crew requirements.
- The Master of the vessel must possess at least a "Fishing Master III" deck certificate.
- The captain should have significant experience (at least 5 years/seasons) in offshore commercial trawl fishing (groundfish or shrimp) in the southern Gulf of St. Lawrence.
- The captain should have experience (more than 5 years' experience) in steering and operating a vessel and be familiar with various ports of the study area in the southern Gulf of St. Lawrence.



- The captain should have a good knowledge of the operation of a bottom trawl (minimum 5 years'/seasons' experience), the fishing grounds, current conditions and bottom types of the southern Gulf of St. Lawrence.
- The first mate of the vessel must possess at least a "Fishing Master IV" deck certificate.
- The crew and captain should be able to repair trawls on board the vessel and at the wharf (repair materials will be provided by DFO). At least two (2) crew members (other than the captain) must have experience in handling, repairing and maintaining trawls. These crew members (trawl repairmen) must be available for the entire survey. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience and give a minimum 2 week notice to the contracting authority with proof of equivalency.
- A practical exam on trawl repairing and the fabrication of replacement trawl parts could be required from designated crew members and the captain. If the captain does not repair trawls, he/she can assist the exam as an observer. In case of a crew member replacement, this practical exam could be administered to the new crew member prior to the start of the survey.
- The names, addresses, telephone numbers, e-mail addresses (if applicable) and all documents and certificates of all crew members must be provided to DFO.
- The vessel and crew must be ready on twelve (12) hours' notice within the contract period.

3.4. Additional requirements and conditions

- Work at each station will be considered complete when a five-minute tow has been successfully done (the DFO scientific authority on board will verify and confirm the success of a trawl tow). If the first trawl tow at any given station is not completed, three other tows (called alternative tows) at predetermined positions could be performed to meet the requirements of a successful trawl tow as mentioned above. If all four tow attempts (the initial tow and the 3 alternative tows) are deemed incomplete at one given station, this station will be abandoned.
- The period of work for trawling may extend from 4:00 a.m. to 10:30 p.m. (trawling must occur during civil twilight). The maximal period of work is 16 hours per day following the Canada Labour Standards Regulations. [Canada Labour Standards Regulations \(justice.gc.ca\)](http://justice.gc.ca)
- An independent acoustic system (an acoustic sonar for net monitoring sensor system under the hull), and up to two (2) antennas for DGPS and an oceanographic winch on the deck will be installed for the duration of the operation by DFO. The equipment will be removed at the end of the contract by DFO. The installation/removal cost of the equipment will be covered by DFO.
- Although the captain is in charge at all times, he/she shall comply with the instructions of DFO scientific authority provided the safety of the vessel and the crew members is not compromised.
- The captain and crew members must provide a healthy work environment, smoke free (inside the vessel) and respectful. Any physical, verbal or psychological harassment from the captain, crew members or contractor will not be tolerated.
- The captain of the vessel must keep a daily log of operations and activities on board the vessel, both at sea and in port, and shall allow access to the log by the DFO scientific authority at all times.

The Contractor must:

- a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents.
- b. Ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
- c. Ensure that approved personal flotation devices for all persons on board are in readily accessible positions at all times;



d. Ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.

- The captain shall provide all possible cooperation and assistance to the DFO scientific authority with regards to the gathering, preparation and updating of documents concerning the specific sites harvested and the species and quantities of fish and invertebrates caught.
- Verification of the acoustic system installed by DFO personnel will be done prior to the starting date of the survey and should not be considered duty at sea and this time will consequently not be paid.
- No commercial or recreational fishing, hunting or vacation activities shall be conducted during the period set aside for the study. The captain may not take advantage of the research survey to do any commercial fishing.
- Occasionally, DFO receives embarking requests from the industry. In such case, the DFO scientific authority will consult with the captain prior to grant approval to embark the vessel.

3.5. Sampling and catches

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

3.6. Language of Work

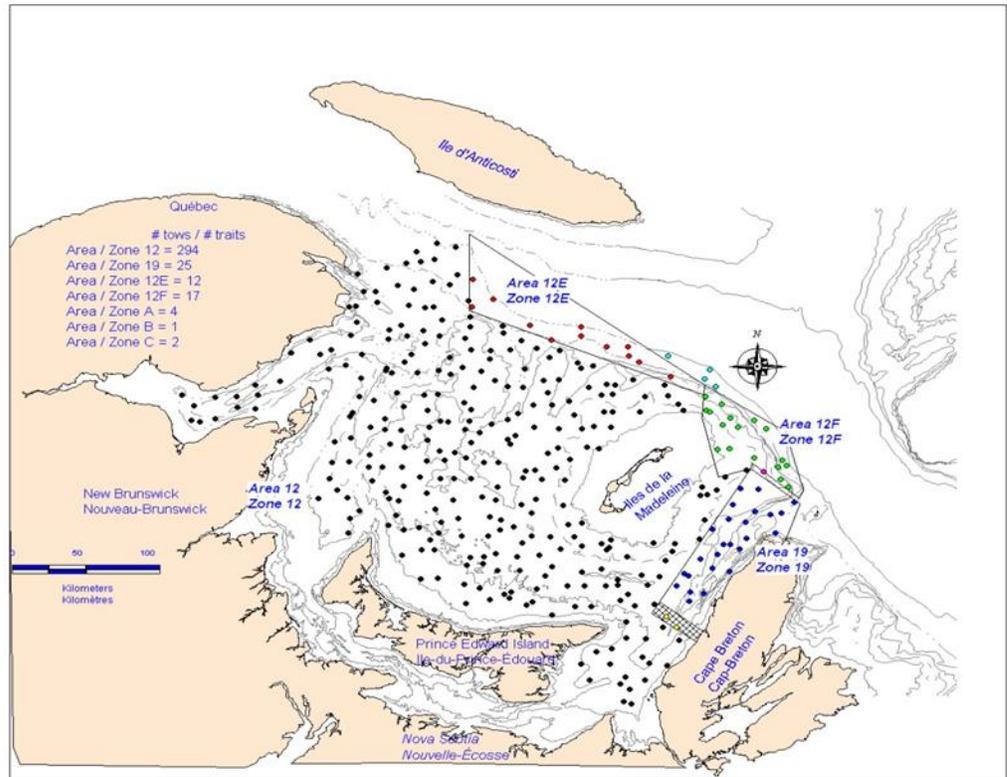
- All work will be carried out in French or English speaking environments

3.7. Special Requirements

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

3.8. Travel and Living

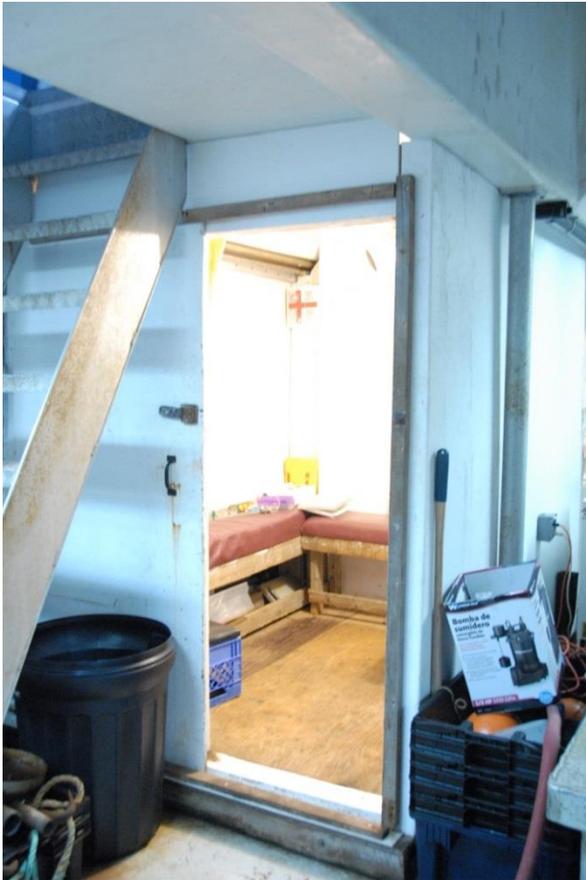
- There is no provision for travel and/or living expenses under this contract.



- Figure 1. Geographic distribution of the 355 sampling stations.



- Photo 1. Metal box used by trawler's vessels (photo at the top: Marco-Michel, photo at the middle : Jean-Mathieu) and photo of the metal box where catches of a trawl tow are dropped (photo at the bottom).





- Photo 2. Measuring chamber constructed on the deck where the crab measurements are done.



ANNEX “B” BASIS of PAYMENT

Initial Contract Period : Year 2022/2023		
Cost per station (EXCLUDING FUEL)	Number of stations (estimated)	Total Cost
\$ _____	355	\$ _____
Total Price (excluding tax):		\$ _____

First Option Period : Year 2023/2024		
Cost per station (EXCLUDING FUEL)	Number of stations (estimated)	Total Cost
\$ _____	355	\$ _____
Total Price (excluding tax):		\$ _____

Second Option Period : Year 2024/2025		
Cost per station (EXCLUDING FUEL)	Number of stations (estimated)	Total Cost
\$ _____	355	\$ _____
Total Price (excluding tax):		\$ _____

For Evaluation Purposes only:						
Initial Contract:		Option Year No.1		Option Year No.2		total (applicable taxes extra):
\$ _____	+	\$ _____	+	\$ _____	=	\$ _____

Method of payment:

Completed stations according to the snow crab trawling protocol (see “Requirements” section) will be paid up to a maximum of 355 stations including abandoned tows.

Payment will be made upon submission of invoice and after the completion and approval by the DFO scientific authority on board of each portion of 50 stations until the completion of 300 stations (6 payments of 50 stations) and the last payment will be the remaining stations (max. 55 stations).

Payment will be made upon invoice submission, which must be approved by the Project Authority
Invoices are subject to the attached “Terms of Payment.”

Fuel Direct Expenses

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of the Vessel Trip Ticket found at Appendix 1 to Annex “B”, supported by receipt vouchers.



The submissions must be all-inclusive total prices and include all the functioning and operating costs of the vessel (food for the corresponding number of crew (at least 4) and maximum of three (3) DFO science representatives, one (1) occasional observer, vessel maintenance and repair costs, trawl net maintenance and repair costs). Spare trawl webs for trawl net repair will be provided by DFO. **New Brunswick taxes are to be listed separately.**



APPENDIX 1 TO ANNEX "B"

VESSEL TRIP TICKET

Vessel Master: _____

Vessel Name: _____

Vessel Type: _____

Vessel Registration Number: _____

Departure Port: _____

Destination: _____

Odometer Out: _____

Odometer In: _____

Total Kms: _____

Fuel meter reading out: _____

Fuel meter reading In: _____

Fuel used: _____ Liters

Wind Direction: _____

Wind Speed: _____

Sea State (waves): _____

Weather (sky): _____

Remarks: _____

Signature: _____ **Date (AAAA-MM-DD):** _____



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 insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - 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” CHARTER VESSEL APPLICATION FORM

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

1. Owner (s)

Name (s)	Address	Phone

2. Captain

Name	
Address	
Phone	
MED Certifications (list)	
Masters Certification	
Experience for the following :	
a) Trawls (type and years' experience)	
b) Surveys (indicate which survey and years)	
c) Commercially fished species (state species fished)	
d) Trawler Vessels (state name of vessels as captain)	
e) Fishing area in the sGSL	
f) Proposed Survey Vessel	
g) Ports in sGSL (state ports berthed)	

3. Vessel Crew

Crew Complement (same for entire survey or rotating)

Set _____ Rotating _____

Crew member 1(required)	
Name	
Address	
Phone	
MED Certifications	



a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 2 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 3 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 4 (required)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	



Crew member 5 (if applicable)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

Crew member 6 (if applicable)	
Name	
Address	
Phone	
MED Certifications	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

4. Description of Vessel

Registration number	
Length (feet)	
Beam (feet)	
Draft (feet)	
Gross tonnage	
Registered tonnage	
Voyage class	
Name and engine type	
Engine horsepower	
Fuel capacity (litres/days, state both)	
Fresh water capacity (litres/days, state both)	
Cruising speed (knots)	
Life rafts (type, #, capacity of each)	
120 Volt electrical supply (primary)	
120 Volt electrical supply (secondary, if applicable)	



Year constructed	
Construction material	
Vessel Winch (year of construction or last rebuild)	
Winch warps (size/length)	
Freezer vessel additional to fridge (yes/no)	
Berths (total)	
Separate gender accommodations (yes/no)	
Separate gender accommodations (# of bunks)	
Shower (s) (state #)	
Toilet (s) (state #)	

Location of Vessel (for inspection) : _____
* Captain must be present at time of inspection by DFO Science

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

5. Vessel's Electronic Equipment

Equipment	Make	Model et specifications
Depth Sounder (s)		
Radar 1		
Radar 2		
VHF Radios		
DGPS/plotter		
Navigation Software (additional to Olex)		
Satellite telephone		
Computer system		
Others		

THE BIDDER MUST ALSO SUBMIT A COPY OF THE MOST RECENT BOAT INSPECTION CERTIFICATE.



ANNEX “E” 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 should include the following tables in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criterion has been met. Simply stating you meet the criteria does not constitute proof.

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

- The client organization;
- The dates/duration of the project;
- 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.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal.

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

Mandatory Technical Criteria (MTC)		MET/ NOT MET	Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]
M1	The bidder must submit a list indicating their captain and a minimum of four (4) crew members who will be able to assist the DFO scientific team for sampling during the entire survey. The survey could be spread out over a period of five (5) months. DFO scientific persons should not be included when determining crew requirements.		
M2	The captain must prove, by using project descriptions, that they have at least 5 years'/seasons' experience of the bottom trawl operation in offshore commercial trawl fishing.		
M3	The bidder must provide proof that the first mate of the vessel must possess at least a "Fishing Master IV" deck certificate. *A photocopy or pdf of the certificate must be provided with the bid for verification purposes.		



M4	The bidder must demonstrate that the crew (at least 2 crew members other than captain) is capable of handling, repairing and maintaining trawls on board the vessel and at the wharf (repair materials will be provided by DFO) e.g. a list of experience must be provided and for each of the minimum two (2) proposed crew members, A photocopy of the certificate of net mending course issued by certified institution (if any) for these crew members (trawl repairmen) must be provided. The bidder must confirm in writing that the proposed crew members are available for the entire survey. If the bidder is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience and give a minimum 2 week notice to the contracting authority with proof of equivalency.		
M5	In addition to accommodations for the captain and crew, at least four (4) bunks must be provided for Fisheries and Oceans scientific personnel. Sleeping quarters for DFO scientific personnel must have air conditioning system. The bidder must demonstrate this by providing written confirmation.		
M6	The bidder must provide a copy written confirmation/certificate that their vessel has a home port in the southern Gulf of St. Lawrence.		
M7	The bidder must demonstrate (using the CHARTER VESSEL APPLICATION FORM – Annex D) that their vessel is a stern trawler, total length between 64' and 80', at least 99 gross tonnage, at least 660HP have at least one winch equipped with two drums and warps (3/4") that are at least 500 fathoms in length, gantry and stern ramp to haul a bottom trawl net with doors. For the amount and size of cable and winch, the bidders must provide the description of winch onboard with the pictures of winch(es). This must be provided with the bid.		
M8	The vessel must be equipped with a VHF radio and a CB radio in good operating condition, a sounder, a plotter, a digital GPS, a Novatec or Olex navigation system or its equivalent, radar and cellular and satellite telephones (for security reasons). The bidder must provide the description of communication and navigation equipment and lighting system onboard with pictures.		
M9	The vessel must be equipped with sufficient lighting (at least 2000 lumens) to work safely on the deck at night. It must also have a 120-volt AC generator for the operation of DFO's electronic acoustic system. The bidder must provide the description of the lighting system onboard with pictures with their bid.		
M10	The vessel must have enough room (approximately 700 cubic feet) to safely store scientific material. The bidders must provide the description of room dimension together with its pictures.		
M11	The wheelhouse must have enough space (approximately 25 square feet) for the installation of the acoustic system electronics and two laptops. The bidder must provide pictures of the inside of wheel with measurements of the available space.		



M12	The vessel must be equipped with a steel box (approximate size: 10 feet in length x 5 feet width x 1 ½ foot height surrounded by 1 ½ foot wall). This box will help the DFO personnel to sort the species caught in the trawl. The steel box should open and close, allowing the catch from the trawl to be safely released at sea (see attached picture #1 for an example). The bidder must provide pictures of the proposed steel box.		
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