

**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> Vessel Charter – Pelagic Fishing		<b>Date</b> July 08, 2022
<b>Solicitation No. / N° de l'invitation</b> 30002757/A		
<b>Client Reference No. / No. de référence du client(e)</b> 30002757		
<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> July 18, 2022		
<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> Denise Chessie – Senior Contracting Specialist <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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N° de l'invitation - Solicitation No.

30002757/A

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

30002757

N° de la modif - Amd. No.

File No. - N° du dossier  
45000xxxxx

Id de l'acheteur - Buyer ID

XXXXXX

N° CCC / CCC No./ N° VME - FMS

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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, by telephone or in person.

### **1.4 Trade Agreements**

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

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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 Quebec.

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

## 2.5 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

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

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

**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" for details

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Annex "E" for details

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is **\$260,000.00** (Applicable Taxes extra) per contract period. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available

##### **4.1.2.2 Evaluation of Price**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Rated within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

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

#### 5.2.1 Status and Availability of Resources

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

#### 5.2.2 Education and Experience

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

#### 5.2.3 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.

#### 5.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### 5.2.5 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:

\_\_\_\_\_

#### 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

### 5.2.6 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 Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

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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](#)

## 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 in accordance with the Statement of Work at Annex "A".

### 6.3 Standard 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 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

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

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the contract is from contract award to April 30, 2023 inclusive, with two surveys to be completed, one in August and the other in October/November

Optional contract period #1 – May 1, 2023 to April 30, 2024, with two surveys to be completed, one in August and the other in October/November

Optional contract period #2 – May 1, 2024 to April 30, 2025, with two surveys to be completed, one in August and the other in October/November

#### 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 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (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: Myriam Bourgoïn-Bourgeois  
 Title: A/Senior Contracting Specialist  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel and Procurement Services  
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
 Telephone: (506) 429-2403  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

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

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

#### 6.7.1.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B, for a total cost of \$ \_\_\_\_\_ *(to be inserted at Contract award)* including the Work described in Annex A and fuel costs at no mark-up. Customs duties are included, and Applicable Taxes are extra.

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

#### 6.7.1.2 Other Direct Expenses- Fuel Charges

The Contractor will be reimbursed for the 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.

Total Estimated Cost: Limitation of Expenditures \$ \_\_\_\_\_ *(to be inserted at Contract award)*

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(insert the amount at contract award)*. Customs duties are included 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 - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

### 6.7.4 Electronic Payment of Invoices – Contract

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

Acquisition Card;

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@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)

CC: AP Coder (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.

### 6.10 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](#) (2022-01-28), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date at contract award)



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

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The 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 [A9141C](#) (2008-05-12) Vessel Condition

*SACC Manual* clause [G5003C](#) (2018-06-21) Marine Liability Insurance

*SACC Manual* clause [A8501C](#) (2014-06-26) Vessel Charter – Contract

*SACC Manual* clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals

## 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 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

**TITLE:** Chartering of a fishing vessel to catch herring during the acoustic survey in NAFO Divisions 4R and 4Sw

#### 1.1 Introduction (context)

The Science Sector of Fisheries and Oceans Canada (DFO) is mandated to provide scientific information essential to the conservation and sustainable use of fisheries resources. Scientists assess stock status and advise fishery managers and industry on conservation and management measures to protect exploited species. They conduct research on the biology, ecology and physiology of marine invertebrates and fishes, as well as on the factors influencing their abundance, recruitment, growth and reproduction.

The goal of this work is to develop conservation strategies that ensure a sustainable exploitation of resources. Stock assessments are conducted for commercially exploited species in the Estuary and the Gulf of St. Lawrence such as Atlantic Herring. Herring is a pelagic fish with an important ecological role as it is prey to many predators, including some species of commercial importance. It also supports important commercial fisheries in Divisions 4R, 4S and 4T of the Northwest Atlantic Fisheries Organization (NAFO).

#### 1.2 Requirements for the Procurement (objective)

The overall objective of the project is to conduct an acoustic survey to estimate the abundance and distribution of Atlantic Herring in NAFO Divisions 4R and 4Sw. The present call for tenders is intended to address the need to charter a fishing vessel to validate data collected during the acoustic survey by fishing for herring samples.

The study area is located on the west coast of Newfoundland, from St. Georges Bay (47°53'35"N; 59°25'25"W) to Savage Point (north of St. Barbe, 51°20'21"N, 56°41'57"W), and on the Lower North Shore of Quebec, from Forteau (Labrador; 51°27'48"N, 56°55'26"W) to La Tabatière (50°49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4R and 4S (Belle Isle Strait). The study area will be divided into strata and the hydroacoustic vessel will survey each stratum by following parallel transects that are perpendicular to the coast.

The chartered fishing vessel must follow a predetermined route (zigzag transects: see Figure 1) covering the same strata as the vessel carrying out the hydroacoustic survey. The fishing vessel will have to collect fish samples when aggregations of pelagic fish are detected by their echosounder along the transects. Collected samples should be weighed by species (total weight), and a subsample of each species should be weighed and measured.

To do this, the Contractor will:

- Assist DFO staff in taking biological measurements of fishery samples and entering data.
- Freeze samples of herring (or other fish caught) on board the vessel and enter data into the tables provided by DFO.
- Follow the instructions provided by DFO staff on board the fishing vessel and by the mission head on board the vessel carrying out the hydroacoustic survey.

The Contractor will not be allowed to make commercial landings during the contract with DFO as they will be fishing under a scientific license provided by DFO.

### 1.3 Scope

Fieldwork will take place in August and in October/November on the west coast of Newfoundland and the Lower North Shore of Quebec in NAFO areas 4R and 4Sw, from St. George's Bay (47°53'35"N; 59°25'25"W) to Savage Cove (north of St. Barbe, 51°20'21"N, 56°41'57"W), and from Forteau (Labrador; 51°27'48"N, 56°55'26"W) to La Tabatière (Qc, 50°49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4RS (e.g. Belle Isle Strait).

### 1.4 Description of Work

The initial contract period is anticipated to begin in July 2022 until April 30, 2023. The Contractor must perform two surveys per contract period, one in August and another in October-November, ending no later than November 10. The minimum duration of each survey (days at sea) is approximately 6 days. The Contractor will have until November 30 to deliver the data tables and frozen samples, if applicable.

The Contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit following transects provided by DFO and when at least one fishing activity is successful (at least 100 intact herring caught). A day at sea may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

Workday duration will be approximately 24 hours.

Loading of equipment and reception of scientific staff will take place and end in Gaspé, QC. Transit days to get to the loading and unloading port (Gaspé, QC) will not be counted as days at sea and cannot be invoiced.

Once the project has started, the days described below will be considered as a day spent at the wharf and will therefore be billed at the rate specified in the Proposed Prices section:

- Scientific team loading and unloading days, if required.
- Days of bad weather conditions forcing at least one of the chartered fishing vessel to stay at the wharf.

Days spent at the wharf due to a breakdown in the equipment of the fishing vessel will not be counted as a day at sea or a day spent at the wharf. They cannot be invoiced.

The chartered vessel must follow the instructions of the DFO mission head (scientist).

The fishing vessel should cover all transects and collect at least two samples per stratum (divisions of the study area), unless the mission head (scientist) decides otherwise. The crew of the fishing vessel will assist DFO personnel in classifying, weighing and measuring samples. They will be required to help count a sub-sample of intact herring, put it in a box and freeze it on board the fishing vessel.

Fishing will be carried out using a purse seine, or a pelagic or semi-pelagic trawl with the adequate mesh size for catching small pelagic fish such as herring and capelin.

The Contractor must provide the fishing crew, the vessel and the necessary equipment (fishing gear, repair kits, maps for navigation, a chest (horizontal) freezer with a capacity greater than 20 cubic feet, etc.). Boxes for fish samples, fish baskets, measuring boards and scales will be provided by DFO. The Contractor will be responsible for managing its fuel and food reserves, and other needs.

The Contractor will have to take on board two DFO scientific staff, provide them with meals, a cabin (or berth), etc. for the duration of the survey.

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The chartered vessel and fishing gear required for the project will have to be ready and previously tested before contract award, to be operational by that date.

#### **1.4.1 Mandatory days**

The estimated 12 (twelve) days at Sea are considered as the mandatory minimum amount of days required to carry out the two surveys (August and October/November; 6 days per survey).

#### **1.4.2 Non-mandatory days**

The days at wharf are considered as non-mandatory, however, an estimated 2 (two) days at wharf have been included as a contingency plan.

#### **1.4.3 Optional Work (Days at sea and/or Days at Wharf)**

The Project Authority has the option of requesting the Contractor to work additional days if it is deemed necessary to achieve the objective of the SOW. Any additional days must be approved in writing by the Project Authority and initiated by a contract amendment issued by the Contracting Authority before the contractor begins any work related to the additional requirement. Any work performed prior to the contract amendment being duly exercised, will be at the contractors expense. The Contractor will be paid firm prices in accordance with Annex "B", Basis of Payment.

### **1.5 Support and Equipment**

The Contractor will be required to provide the gear, labor and equipment needed to complete the project. The Contractor will be in charge of coordinating the fishing activities and assisting DFO science staff with handling live specimens. The only material provided by DFO are the boxes to freeze the herring samples, fish baskets, measuring boards and scales.

#### **1.5.1 Work progress:**

The Contractor will have to inform (in advance if possible), to the DFO Project Authority, of all setbacks that could affect the proper conduct of the work.

#### **1.6 Deliverables**

The Contractor must submit all the frozen samples, as well as the data tables, to DFO before November 30, 2022 (date of receipt of the packages).

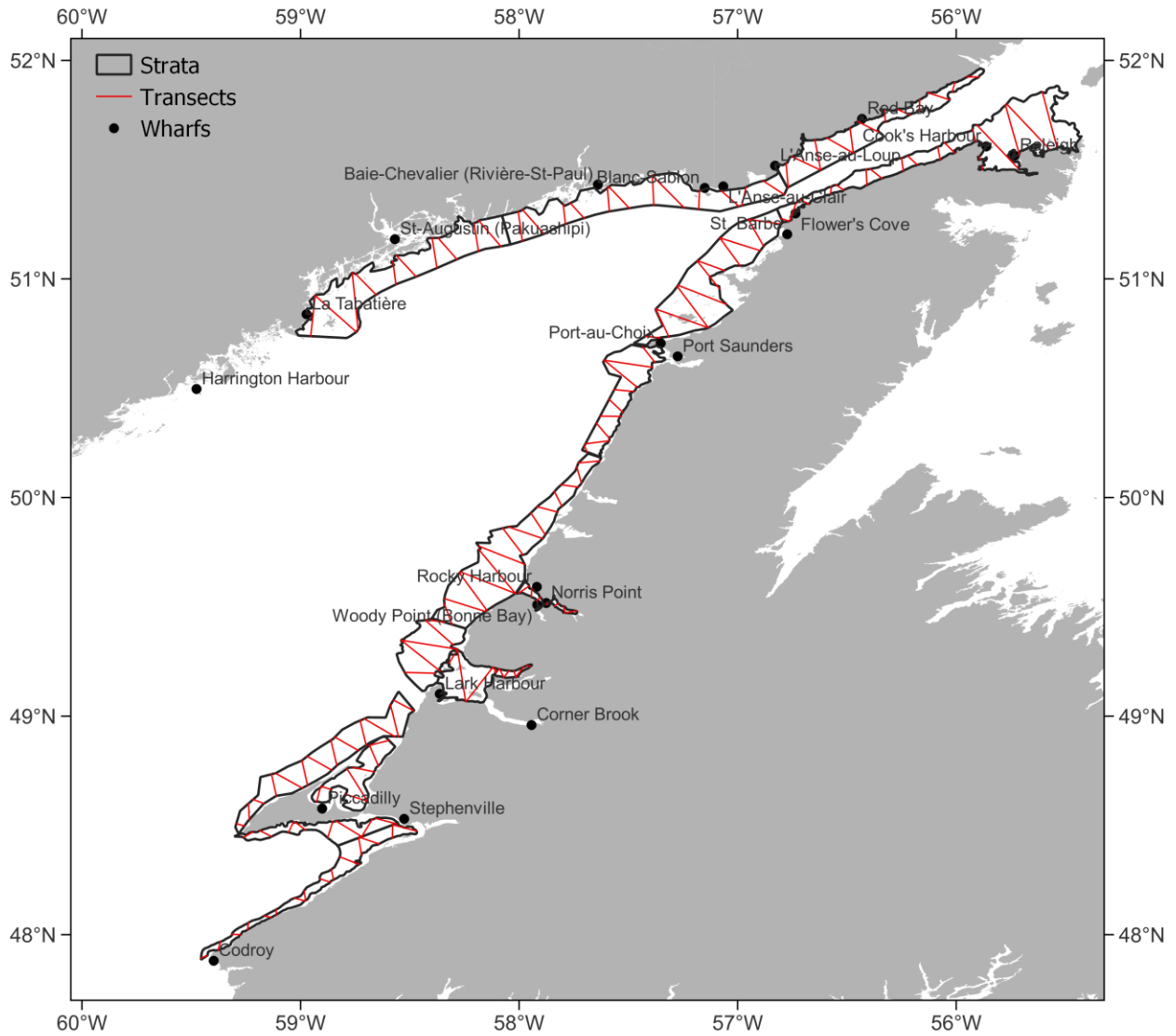
#### **1.7 Project Schedule**

The detailed schedule will be determined by the chief scientist and the captain of the fishing vessel. Mobilization and demobilization will take place at the port of Gaspé and will take approximately 1 to 2 hours. The exact dates and times for mobilization, departure to the study area and demobilization will be determined in consultation with the vessel operator at the time of contract award.

#### **1.8 Language of Work**

Verbal and written communications with the DFO's representative will in English or French. The Captain and the crew can communicate in English or French.

Figure 1:



**ANNEX "B"****BASIS OF PAYMENT****1. FIRM PER DIEM PRICE (24hrs/day)**

The Contractor must perform two surveys per awarded contract period, one in August and another in October-November. The bid must be made specifying the price per day at sea (see definition of day at sea in the Statement of Work), the estimated total for 12 days at sea, the price for the days spent at the wharf (see definition of day at wharf in the Statement of Work), as well as the total for 2 days at the wharf. Billing will be submitted according to the number of days at sea and the number of days spent at the wharf. The tenderer must complete this pricing schedule and include it in his financial bid.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Loading of equipment and reception of scientific staff will take place and end in Gaspé, QC. Transit days to get to the loading and unloading port (Gaspé, QC) will not be counted as days at sea and cannot be invoiced.

Once the project has started, the days described below will be considered as a day spent at the wharf and may therefore be billed at the rate specified in the Proposed Prices section:

- Scientific team loading and unloading days, if required.
- Days of bad weather conditions forcing at least one of the chartered fishing vessel to stay at the wharf.

Days spent at the wharf due to a breakdown in the equipment of the fishing vessel will not be counted as a day at sea or a day spent at the wharf. They cannot be invoiced.

The Contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit following transects provided by DFO and when at least one fishing activity is successful (at least 100 intact herring caught). A day at sea may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

The firm price per day at sea MUST include ALL costs associated with conducting the work including but not limited to:

- Fishing gear
- Freight and vessel operations
- Crew wages
- Meals for crew and DFO scientists
- Vessel insurance
- Material (frozen fish samples and logbook)
- Communications
- Maintenance and repair
- Contract administration
- Sampling logistics
- Equipment leasing

If no rates are proposed for Option Periods 1, 2 or 3, the rates provided for the Initial Period will be used for the Option Period(s).

## 2. FUEL CHARGES

Fuel charges will be reimbursed at cost, upon submission of supporting receipts, with no allowance for overhead profit.

Fuel charges must be listed as a separate line item on each invoice and will only be reimbursed provided that the supporting receipts have been submitted with the invoice.

Failure to provide supporting receipts for all associated fuel charges, will result in non-payment for the "fuel charges" portion of the invoice only.

## 3. OPTIONAL WORK (Days at sea and/or Days at Wharf)

As specified in Article 1.4.3 of the Statement of Work, "Optional Work" may be required in order to achieve the objective of the SOW. The rates of pay will be in accordance with the firm per diem price specified in the pricing table for the applicable contract period. Any work related to the additional requirement performed prior to the contract amendment being duly exercised, will be at the contractors expense.

## 4. PRICING TABLES

\* The number of days at sea and days spent at the wharf may vary depending on weather conditions and other unknown factors.

\*\* The inclusion of volumetric data herein does not represent a commitment by Canada that future use of the services described in the bid solicitation will be in accordance with such data. The volumetric data in this pricing schedule are provided for bid evaluated price purposes only. They should not be considered as a contractual guarantee.

Customs and duties are included and applicable taxes are extra.

**Vessel Name:** \_\_\_\_\_

**Captain(s) Name(s):** \_\_\_\_\_

**TABLE A: Initial Contract Period:**

<b>Initial Contract Period</b>			
<b>From Contract award to April 30, 2023</b>			
<b>With two surveys to be completed, August and October/November</b>			
<b>Description</b>	<b>Estimated number of days*</b>	<b>Firm per diem price (24hrs/day)</b>	<b>Extended Price</b>
Day at sea	12**	\$ _____	\$ _____
Day at wharf	2**	\$ _____	\$ _____
<b>Estimated Firm Price (excluding taxes) (a)</b>			<b>\$ _____</b>
<b>Estimated Fuel Charge (b)</b>			<b><u>\$77,500.00</u></b>
<b>Initial Contract Period- Total Estimated Price (excluding taxes)</b>			<b>\$ _____</b> <b>(A)= (a)+(b)</b>

**TABLE B: Option Period #1**

<b>Option Period #1</b>			
<b>May 01, 2023 to April 30, 2024</b>			
<b>With two surveys to be completed, August and October/November</b>			
Description	Estimated number of days*	Firm per diem price (24hrs/day)	Extended Price
Day at sea	12**	\$ _____	\$ _____
Day at wharf	2**	\$ _____	\$ _____
<b>Estimated Firm Price (excluding taxes) (a)</b>			\$ _____
<b>Estimated Fuel Charge (b)</b>			<b><u>\$77,500.00</u></b>
<b>Option Year #1 – Total Estimated Price (excluding taxes)</b>			<b>\$ _____</b> <b>(B)= (a)+(b)</b>

**TABLE C: Option Period #2**

<b>Option Period #2</b>			
<b>May 01, 2024 to April 30, 2025</b>			
<b>With two surveys to be completed, August and October/November</b>			
Description	Estimated number of days*	Firm per diem price (24hrs/day)	Extended Price
Day at sea	12**	\$ _____	\$ _____
Day at wharf	2**	\$ _____	\$ _____
<b>Estimated Firm Price (excluding taxes) (a)</b>			\$ _____
<b>Estimated Fuel Charge (b)</b>			<b><u>\$77,500.00</u></b>
<b>Option Year #2 – Total Estimated Price (excluding taxes)</b>			<b>\$ _____</b> <b>(C)= (a)+(b)</b>

<b>Total Price for Evaluation Purposes Only</b>	
<b>Initial Period – Total Evaluated Cost</b>	(A) \$ _____
<b>Option Period #1 – Total Evaluated Cost</b>	(B) \$ _____
<b>Option Period #2 – Total Evaluated Cost</b>	(C) \$ _____
<b>Total Financial Bid(Excluding taxes)</b>	<b>\$ _____</b> <b>(D)=(A)+(B)+(C)</b>



## ANNEX "C"

### INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

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.
  - e. 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.
  - f. 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.

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**ANNEX "D"****ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS**

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 2.1 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;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 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.
3. 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.
4. 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, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.

9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.

**ANNEX "E"****EVALUATION CRITERIA****A) MANDATORY requirements for the submissions**

All of the following MANDATORY REQUIREMENTS MUST be in your submission for the proposal to be considered for further evaluation. Proposals not meeting one or many of the MANDATORY REQUIREMENTS will be disqualified.

**Bidder must indicate where in the proposal the information can be found.**

	<b>Mandatory Requirement</b>	<b>Proposal page #</b>
M1.	<p>The bidder must possess a valid commercial fishing license in at least one of the NAFO Divisions 4RST.</p> <p>The bidder must provide copies of the following documents:</p> <ul style="list-style-type: none"> <li>• Fishing license</li> <li>• Certificate of registry (Transport Canada)</li> <li>• Inspection certificate (Transport Canada)</li> <li>• Insurance certificate</li> </ul>	
M2.	<p>The Bidder must provide a mid-shore vessel over 39 feet in length.</p> <ul style="list-style-type: none"> <li>• <i>Will be assessed using the vessel information sheet (ANNEX F)</i></li> </ul>	
M3.	<p>The bidder must demonstrate that he/she possesses or has access to a vessel specialized in the fishing of pelagic fish (i.e., equipped with a purse seine, a pelagic or semi-pelagic trawl).</p> <p>The bidder must provide a list of his/her fishing gear and confirm in that it is in good condition:</p> <ul style="list-style-type: none"> <li>• Type of fishing gear</li> <li>• Mesh size</li> <li>• Type of trawl doors (if a trawl), etc.</li> </ul>	
M4.	<p>The vessel must have a freezer for the storage of fish samples (minimum 20 cubic feet).</p> <ul style="list-style-type: none"> <li>• <i>Will be assessed using the vessel information sheet (ANNEX F).</i></li> </ul>	
M5.	<p>The bidder must be able to accommodate two DFO scientific staff for the duration of the survey.</p> <ul style="list-style-type: none"> <li>• <i>Will be assessed using the vessel information sheet (ANNEX F).</i></li> </ul>	

**B) Rated technical criteria**

Proposals that meet all mandatory requirements will be evaluated by the following rated requirements. Proposals must achieve a minimum of 15 points in order for the bid to be declared responsive.

**Bidder must indicate where in the proposal the information can be found.**

	<b>Rated Technical Criteria</b>	<b>Points</b>	<b>Proposal page #</b>
R1	The bidder should provide the most realistic estimate possible of the transit time between Gaspé, QC and La Tabatière (Lower North Shore of Quebec). The bidder must provide the transit speed of the fishing vessel as well as the distance of their proposed route in order to validate the estimate.	<ul style="list-style-type: none"> <li>• Less than 24 hours – 15 points</li> <li>• 24-36 hours – 10 points</li> <li>• 37-48 hours – 5 points</li> <li>• More than 48 hours – 0 point</li> </ul>	
R2	The bidder should demonstrate with the fishing gear specifications, that the fishing vessel is equipped with a pelagic trawl, semi-pelagic trawl or a purse seine able to fish in the water column.	<ul style="list-style-type: none"> <li>• Pelagic or semi-pelagic trawl – 20 points</li> <li>• Purse seine – 10 points</li> <li>• Not demonstrated – 0 points</li> </ul>	
R3	The bidder should demonstrate that the fishing vessel is equipped with a fishing gear able to fish on the sea floor.  The bidder must prove this by providing the specifications of his/her fishing gear(s) and additional explanations if necessary.	<ul style="list-style-type: none"> <li>• Demonstrated – 5 points</li> <li>• Not demonstrated – 0 point</li> </ul>	
Total Minimum 15 points required			/40

N° de l'invitation - Solicitation No.  
30002757/A  
N° de réf. du client - Client Ref. No.  
30002757

N° de la modif - Amd. No.  
File No. - N° du dossier  
45000xxxxx

Id de l'acheteur - Buyer ID  
XXXXXX  
N° CCC / CCC No./ N° VME - FMS

## ANNEX "F"

### 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 \_\_\_\_\_

<b>Crew member 1(required)</b>	
Name	
Address	
Phone	
Certificates if applicable (list)	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

<b>Crew member 2 (required)</b>	
Name	
Address	
Phone	
Certificates if applicable (list)	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

<b>Crew member 3 (required)</b>	
Name	
Address	
Phone	
Certificates if applicable (list)	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	



c. Commercially fished species (state fished species)	
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<b>Crew member 4 (required)</b>	
Name	
Address	
Phone	
Certificates if applicable (list)	
a. Trawls (repairs, experience and number of years)	
b. Survey (state experience, years and surveys)	
c. Commercially fished species (state fished species)	

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

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

N° de l'invitation - Solicitation No.  
30002757/A  
N° de réf. du client - Client Ref. No.  
30002757

N° de la modif - Amd. No.  
File No. - N° du dossier  
45000xxxxx

Id de l'acheteur - Buyer ID  
XXXXXX  
N° CCC / CCC No./ N° VME - FMS

#### 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)	
Additional freezer not including that of the refrigerator (a freezer for the storage of fish samples, minimum 20 cubic feet). (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

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

(DATE) \_\_\_\_\_

**6. 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		

**Attestation:** The Bidder verifies by signing below that the above information is complete, true and accurate.

**Bidder Name:** \_\_\_\_\_

**Bidder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_