



**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 :** [DFO.Tenders-  
Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the  
King 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 le Roi 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> Rock Crab Trap Survey Vessel Charter		<b>Date</b> May 4th, 2023
<b>Solicitation No. / N° de l'invitation</b> 30004122		
<b>Client Reference No. / No. de référence du client(e)</b> 30004122		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2 :00 PM ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> June 5th, 2023		
<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> Claire Lavoie – Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b> See herein – Voir en ceci	
<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> (506) 282-2340	<b>Facsimile No. / No. de télécopieur</b> NA	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

#### 1.1.1 Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

### 1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### 1.3 Debriefings

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

### 1.4 Trade Agreements

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

**Fisheries and Oceans Canada intends to award up to four (4) contracts, one (1) for each project.**



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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.

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: 120 days

### 2.2 Submission of Bids

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

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **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.



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

### **3.1 Bid Preparation Instructions**

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

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

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

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

#### **Important Note:**

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

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

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

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



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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to annex "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 Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010-08-16) Basis of Selection – Mandatory Technical Criteria



## **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.

### **5.2 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.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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.

#### **5.2.3 Additional Certifications Precedent to Contract Award**





**5.2.3.1 Status and Availability of Resources**

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

**5.2.3.2 Education and Experience**

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

**5.2.3.3 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.

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.2.3.5 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:

\_\_\_\_\_



## 5.2.4 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



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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.

**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"

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Signature

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Print Name of Signatory



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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

#### 6.1.1 No Security Requirement, escort required at DFO site(s)

- a) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- b) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- c) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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** 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.1.2** Subsection 10 of 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *to be included at contract award*. 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 Work is to be performed from moment of Contract Award to May 13<sup>th</sup>, 2024.

### 6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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: Claire Lavoie  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel and Procurement Services  
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
 Telephone: 506-282-2340  
 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: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 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)*

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 \$\_\_\_\_\_ (to be included at contract award). Customs duties are excluded 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 included at contract award)

**Total Estimated Contract Price** : \$\_\_\_\_\_ (Applicable Taxes extra).

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*to be included 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 Methods of Payment

#### 6.7.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;





- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### **6.7.4 Electronic Payment of Invoices – Contract**

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

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

### **6.8 Invoicing Instructions**

**6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

**6.8.2** Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *to be included at contract award* and provides the required information as stated in subsection 6.8.1 above.

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

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

#### **6.9.2 SACC Manual Clauses**

SACC Manual clause [A3015C](#) (2014-06-26) Certification - Contract

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), 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, Vessel Charter Application Form ;
- (g) Annex E, Evaluation Criteria



- 
- (h) the Contractor's bid dated \_\_\_\_\_ (to be included at contract award) as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_ (if applicable)

### 6.12 Insurance - Specific Requirements

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

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

The Contractor must 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 [A8501C](#) – Vessel Charter Contract (2014-06-26)

SACC Manual clause [A9141C](#) – Vessel Condition (2008-05-12)

### 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.



## **6.16 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.



## ANNEX "A" STATEMENT OF WORK

### 1.0 TITLE

Rock crab trap survey vessel charter

### 2.0 OBJECTIF

The objective of the project is to complete two to five days of scientific rock crab trap fishing.

### 3.0 STUDY AND CONTRACT AREAS OF OPERATION

The work will be conducted in the following four (4) lobster fishing areas (i.e. LFA) :

#### **LFA 23, Area 1 (Project #1)**

The work will be conducted in LFA 23, in the southern Gulf of Saint Lawrence (see Figure 1). The work will be completed as day trips and the berthing port for loading and unloading the vessel at the beginning and at the end of each day and at the end of this project will be either in New Mills, NB, Jacquet River, NB, Belledune, NB or Pointe-Verte, NB, as suits the contractor. A visit of the vessel by DFO scientific members could take place if deemed necessary.

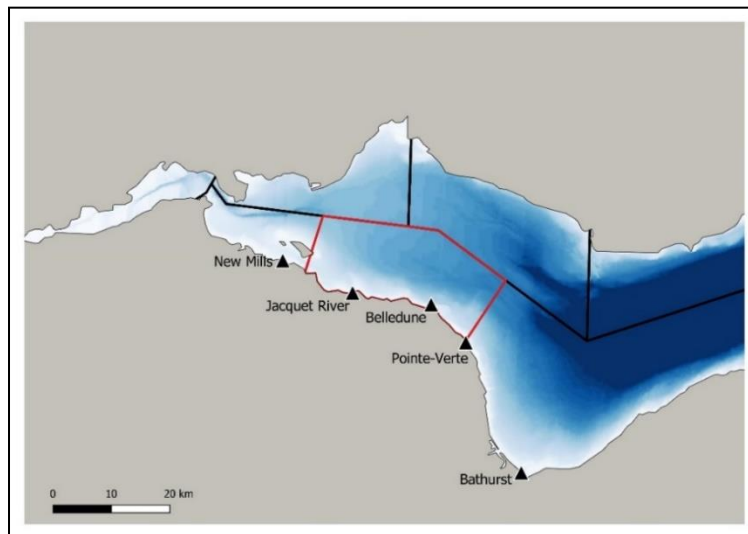
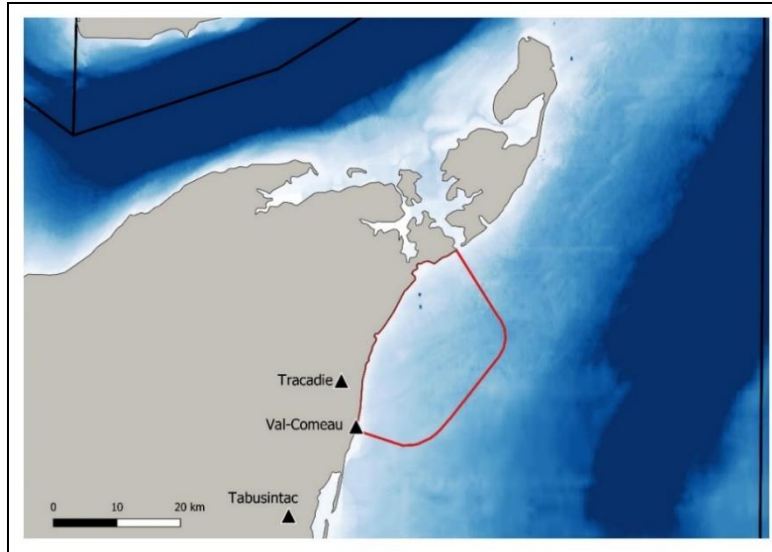


Figure 1. Location of study area 1 in LFA 23 (project #1)



**LFA 23, Area 2 (Project #2)**

The work will be conducted in LFA 23, in the southern Gulf of Saint Lawrence (see *Figure 2*). The work will be completed as day trips and the berthing port for loading and unloading the vessel at the beginning and at the end of each day and at the end of this project will be Val-Comeau, NB. A visit of the vessel by DFO scientific members could take place if deemed necessary.

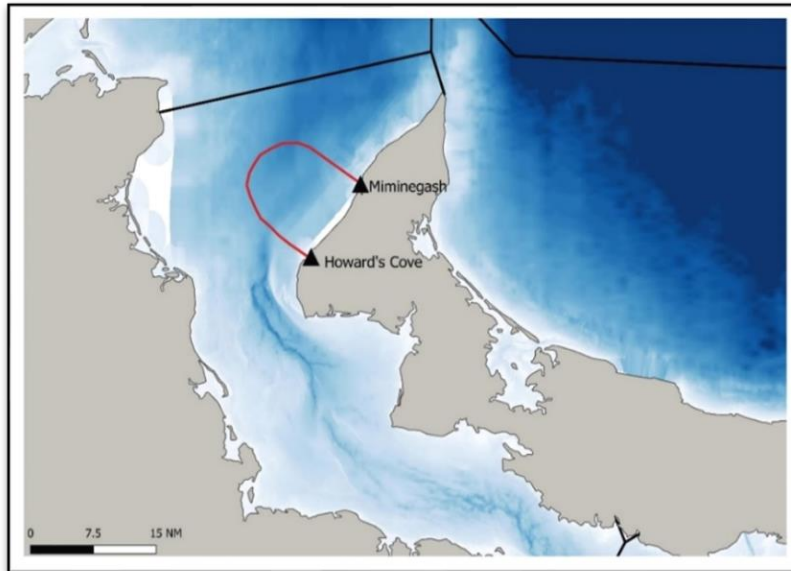


*Figure 2. Location of study area 2 in LFA 23 (project #2)*



### **LFA 25 (Project #3)**

The work will be conducted in LFA 25, in the southern Gulf of Saint Lawrence (see *Figure 3*). The work will be completed as day trips and the berthing port for loading and unloading the vessel at the beginning and at the end of each day and at the end of this project will be either in Miminegash PEI or Howard's Cove, PEI, as suits the contractor. A visit of the vessel by DFO scientific members could take place if deemed necessary.



*Figure 3. Location of study in LFA 25 (project 3).*



**LFA 26B (Project #4)**

The work will be conducted in LFA 26B, in the southern Gulf of Saint Lawrence (see Figure 4). The work will be completed as day trips and the berthing port for loading and unloading the vessel at the beginning and at the end of each day and at the end of this project will be either in Finlay Point, NS, Mabou Harbour, NS, or Murphy's Pond, NS, as suits the contractor. A visit of the vessel by DFO scientific members could take place if deemed necessary.

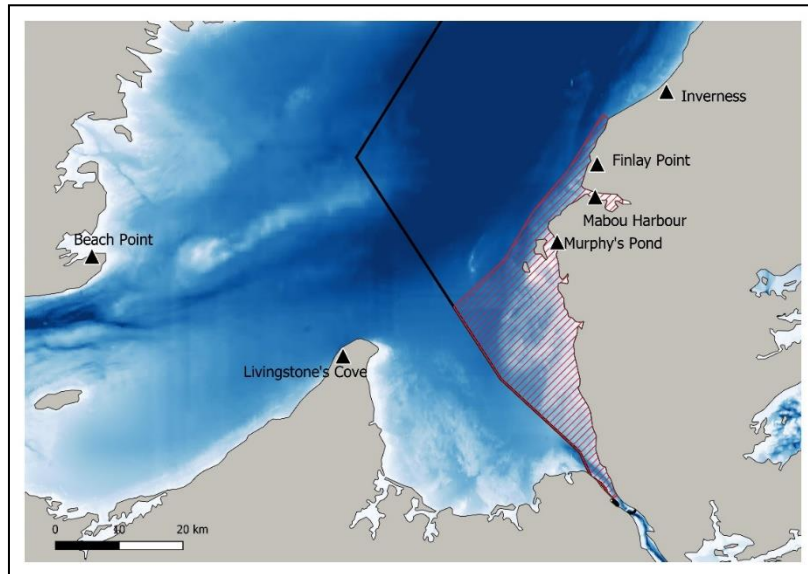


Figure 4. Location of the study area in LFA 26B.

**4.0 REQUIREMENTS AND SCHEDULE OF WORK**

For each of the four (4) study areas, the Department of Fisheries and Oceans Canada requires the services of a contractor to provide up to five (5) days of rock crab fishing. The exact number of fishing days will be weather dependent, and determined by the chief scientist in consultation with the captain.

The work includes, but is not limited to, trap-fishing and biological measurements (i.e. sorting, counting and measuring) of captured rock crab and by-catch species (e.g. lobster, toad crab, snow crab, cunner, flounders, shrimp and sea stars).

The work schedule is as follows:

Schedule	Description
Day 1	On the first day of work, deploy one scientific rock crab trap, rope and buoys at each station according to the rock crab trap survey protocol.  A maximum of forty-five (45) sampling stations will be predetermined and presented to the Contractor prior to the survey by the Department of Fisheries and Oceans.
Days 2,3 et 4	On subsequent days, retrieve, empty and re-deploy the traps in the same location (i.e. at the same sampling station).
Day 5	On the last day of work, retrieve and empty the traps. Two types of traps will be used:



Schedule	Description
	<ul style="list-style-type: none"> <li>• Up to 30 conical traps that are a similar size to standard commercial traps (i.e. height=20", top diameter = 22" and bottom diameter = 40"). These traps will have a smaller mesh (i.e. 1 inch knot to knot) and no escape mechanism.</li> <li>• Up to 15 small square wire traps (i.e. 24" X 24" X 9") constructed with a ½ inch mesh, a restricted entry (i.e. 1" high by 6" wide) and no escape mechanism.</li> </ul>

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

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.

#### 4.1 Procédures de gestion des changements

Le responsable du projet est responsable de la gestion du contrat. Toute modification du contrat doit être acceptée par le responsable du projet et l'entrepreneur. Si une modification est nécessaire, le responsable du projet va alors soumettre une demande avec l'autorité contractante qui pourra ensuite créer un amendement et l'envoyée à l'entrepreneur pour signature.

L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou de travaux non prévus à la suite de demandes ou d'instructions verbales ou écrites de toute personne autre que par le responsable du projet.

#### 4.2 Special Requirements

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

### 5.0 CONTRACTOR OBLIGATIONS

The following specifications and standards must be met and maintained by the contractor for the duration of the contract:

#### Vessel requirements:

The contractor **shall** ensure that:

- The vessel is seaworthy, the main engine is in good operating condition as is the equipment used to deploy and retrieve the fishing gear;
- The vessel is at least thirty (30) feet long and at least nine (9) feet wide;
- The vessel is equipped with one (1) life raft with a minimum capacity of six (6) people or is equipped with several rafts that can accommodate a minimum of six (6) people in total;
- The vessel has sufficient space on deck for one (1) sorting table and for three (3) technicians and two (2) crew members to work comfortably. In addition, there must be enough space on deck for traps and fishing equipment;
- The interior of the vessel must have one (1) table and seating that can accommodate at least three (3) people;





- The vessel is supplied with fuel for the daily trips at sea;
- The vessel and all crew members must be available on twenty-four (24) hours notice during the contract period.

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

### **Master and Crew requirements:**

The contractor **shall** ensure that:

- A captain and at least two (2) qualified and experienced crew members will be required during the entire study. If the Contractor is unable to provide the services of a specific person identified in the Contract, the Contractor must provide a replacement with similar qualifications and experience and give a minimum of two (2) weeks' notice to the Contracting Authority with a proof of equivalency;
- The captain has a minimum of three (3) seasons of work experience in commercial trap fishing of a marine species including lobster or rock crab or snow crab;
- The captain has a minimum of three (3) seasons of experience in steering and operating a fishing vessel;
- At least two (2) crew members, other than the captain, have a minimum of one (1) season of experience, each, in commercial trap fishing of a marine species including lobster or rock crab or snow crab;
- At least one (1) crew member, other than the captain, has a minimum of one (1) season of experience in the handling, repair and maintenance of traps;
- At least one (1) crew member is available to assist DFO representatives with rock crab sampling and biological and physical data collection for the duration of the survey.
- The ship's captain keeps a daily log of operations and activities on board the vessel, both at sea and in port. The captain must allow access to the log by the DFO Scientific Authority at all times;
- The captain of the vessel respects the directives of the DFO Scientific Authority at all times, unless the safety of the boat and/or the crew members is compromised;
- The captain and all crew members provide a healthy, smoke-free (i.e., inside the boat) and respectful work environment. Physical, verbal or psychological harassment on the part of the crew, the captain, the owner of the vessel or their representatives will not be tolerated and could lead to the termination of the contract;
- The captain of the vessel provides full cooperation and assistance to the DFO Scientific Authority in the collection, preparation and updating of documents relating to the specific locations sampled, the species and quantities of fish and captured invertebrates.

### **Material and equipment requirements**

The contractor **shall**:

- Provide bait throughout the course of the scientific survey. Bait will consist of five (5) pounds of frozen herring per submerged trap per day. In the event that frozen herring is not available, another bait (e.g. frozen mackerel) may be used provided that the Scientific Authority has been consulted beforehand;
- Ensure that the vessel is equipped with:
  - One (1) VHF radio;
  - One (1) public band radio;



- One (1) sounder;
  - One (1) “GPS” satellite positioning system;
  - One (1) radar; and
  - One (1) navigation system with bathymetric map and waterways of the southern Gulf of St. Lawrence (e.g. plotter, such as Olex, Novatec or equivalent)
- The vessel is equipped with one (1) hydraulic pulley with one (1) boom to lift the traps and one (1) grapple to retrieve submerged traps; and
  - The vessel is equipped with one (1) portable fire extinguisher on board.

**Additional requirements and conditions**

The contractor **shall** ensure that:

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

**6.0 DFO OBLIGATIONS**

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

- DFO chief scientist will provide and deliver to the vessel all required fishing gear including traps, rope and buoys, materials and electronics required as per this statement of work.
- The scientific authority from DFO on board can collect and conserve rock crabs, as well as other marine species, for biological studies.

**7.0 DURATION OF CONTRACT AND LEVEL OF EFFORT**

For all the projects mentioned below, the period of a working day can be spread out between 6:00 a.m. and 6:00 p.m. All fishing activities must take place during civil twilight. Daily working hours are normally 8-10 hours but could reach up to 12 hours.

The exact number of fishing days will be determined by the Scientific Authority in consultation with the captain based on logistical/operational considerations and weather conditions. The above factors may alter this schedule.

Area	Duration	Details
LFA 23, Area 1 (Project #1) and LFA 23, Area 2 (Project #2)	The work will be completed between July 10 and July 28, 2023.	The vessel must be available to start work at 6:00 a.m. on July 10, 2023. The contractor will be informed of the exact start date with a minimum notice of 24 hours. The work period will consist of five continuous days.
LFA 25 (Project #3)	The work will be completed between June 5 and June 23, 2023.	The vessel must be available to start work at 6:00 a.m. on June 5, 2023. The contractor will be informed of the exact start date with a minimum notice of 24 hours. The work period will consist of five continuous days.
LFA 26B (Project #4)	The work will be completed between July 31 and August 11, 2023.	The vessel must be available to start work at 6:00 a.m. on July 31, 2023. The contractor will be informed of the exact start date with a minimum notice of 24 hours. The work period will consist of five continuous days.



## **8.0 SAMPLING AND CATCHES**

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

## **9.0 LANGUAGE OF WORK**

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

## **10.0 TRAVEL AND LIVING EXPENSES**

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



**ANNEX “B”  
BASIS of PAYMENT**

For the provision of all professional services and operating costs, including all related costs necessary to perform the required work (excluding taxes).

**Price and basis of payment**

For each project of interest, the Contractor must provide an all-inclusive price for a set of up to five (5) days of rock crab trap fishing as listed in Annex “A” of the Statement of Work. The all-inclusive price must include:

- All running and operating costs of the vessel, the captain and, at least, two (2) crew members; and
- Vessel maintenance and repairs.

Spare traps and material for trap repair will be provided by DFO.

Customs duties are included and Applicable Taxes are extra.

Fishing activities that do not conform (e.g. as to site, time, quantity or type of gear etc.) to the scientific requirements described in the statement of work will not be considered valid and no compensation will be paid. In addition, fishing activities that do not comply with the protocol will contravene the conditions of the fishing license and may result in the immediate termination of the contract.

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

**Please submit a proposal only for your project(s) of interest.  
Up to four (4) contracts may be awarded, one (1) per project.**

<b>LFA 23, Area 1 (Project #1)</b>				
<b>(A) Firm Contract Period : from Contract award to May 23, 2024</b>				
<b>Item</b>	<b>Description</b>	<b>All-inclusive daily rate at sea</b>	<b>Estimated maximum number of days</b>	<b>Maximum firm total price</b>
		<b>(A)</b>	<b>(B)</b>	<b>(A) x (B) = (C)</b>
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____
<b>(B) Option period 1 : from May 14, 2024 to May 13, 2025</b>				
<b>Item</b>	<b>Description</b>	<b>All-inclusive daily rate at sea</b>	<b>Estimated maximum number of days</b>	<b>Maximum firm total price</b>
		<b>(A)</b>	<b>(B)</b>	<b>(A) x (B) = (C)</b>
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____



				Taxes	\$ _____
				Total taxes comprises	\$ _____
<b>(C) Option period 2 : from May 14, 2025 to May 13, 2026</b>					
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price	
		(A)			
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____	
				Total Evaluated Price (Excluding Taxes)	\$ _____
				Taxes	\$ _____
				Total Including Taxes	\$ _____
<b>(D) Option period 3 : from May 14, 2026 to May 13, 2027</b>					
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price	
		(A)			
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____	
				Total Evaluated Price (Excluding Taxes)	\$ _____
				Taxes	\$ _____
				Total Including Taxes	\$ _____

<b>LFA 23, Area 2 (Project #2)</b>					
<b>(E) Firm Contract Period : from Contract award to May 23, 2024</b>					
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price	
		(A)			
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____	
				Total Evaluated Price (Excluding Taxes)	\$ _____
				Taxes	\$ _____
				Total Including Taxes	\$ _____
<b>(F) Option period 1 : from May 14, 2024 to May 13, 2025</b>					
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price	
		(A)			
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____	
				Total Evaluated Price (Excluding Taxes)	\$ _____
				Taxes	\$ _____
				Total taxes comprises	\$ _____



<b>(G) Option period 2 : from May 14, 2025 to May 13, 2026</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____
<b>(H) Option period 3 : from May 14, 2026 to May 13, 2027</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

<b>LFA 25, (Project #3)</b>				
<b>(I) Firm Contract Period : from Contract award to May 23, 2024</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____
<b>(J) Option period 1 : from May 14, 2024 to May 13, 2025</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total taxes comprises				\$ _____



<b>(K) Option period 2 : from May 14, 2025 to May 13, 2026</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

<b>(L) Option period 3 : from May 14, 2026 to May 13, 2027</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

<b>LFA 26B, Area 1 (Project #4)</b>				
<b>(M) Firm Contract Period : from Contract award to May 23, 2024</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

<b>(N) Option period 1 : from May 14, 2024 to May 13, 2025</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total taxes comprises				\$ _____



<b>(O) Option period 2 : from May 14, 2025 to May 13, 2026</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____
<b>(P) Option period 3 : from May 14, 2026 to May 13, 2027</b>				
Item	Description	All-inclusive daily rate at sea	Estimated maximum number of days	Maximum firm total price
		(A)	(B)	(A) x (B) = (C)
1	Vessel Charter	\$ _____	Up to 5 days	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

**TOTAL SUBMISSION PRICE**

ARTICLE	TOTAL MAXIMUM FIRM PRICE EXCLUDING TAXES
Table A - LFA 23, Area 1 (Project #1) Initial contract	\$ _____
Table B - LFA 23, Area 1 (Project #1) Option period 1	\$ _____
Table C - LFA 23, Area 1 (Project #1) Option period 2	\$ _____
Table D - LFA 23, Area 1 (Project #1) Option period 3	\$ _____
Table E - LFA 23, Area 2 (Project #2) Initial contract	\$ _____
Table F - LFA 23, Area 2 (Project #2) Option period 1	\$ _____
Table G - LFA 23, Area 2 (Project #2) Option period 2	\$ _____
Table H - LFA 23, Area 2 (Project #2) Option period 3	\$ _____
Table I - LFA 25 (Project #3) Initial contract	\$ _____
Table J - LFA 25 (Project #3) Option period 1	\$ _____
Table K - LFA 25 (Project #3) Option period 2	\$ _____
Table L - LFA 25 (Project #3) Option period 3	\$ _____
Table M - LFA 26B (Project #4) Initial contract	\$ _____
Table N - LFA 26B (Project #4) Option period 1	\$ _____
Table O - LFA 26B (Project #4) Option period 2	\$ _____
Table P - LFA 26B (Project #4) Option period 3	\$ _____
<b>TOTAL SUBMISSION PRICE FOR EVALUATION PURPOSES</b>	<b>\$ _____</b>





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**ANNEX "C"**  
**INSURANCE CONDITIONS**

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
  - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice*



*234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX "D"**  
**CHARTER VESSEL APPLICATION FORM**

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

**\*Note :** If applicable, your submission must include a statement from the Canadian foreign ownership firm.

I certify that the proposed vessel will be available to perform the work for the full term of the contract upon twenty-four (24) hours notice:

Yes No

**1. Owner(s)**

Name(s)	Address	Phone

**2. Captain**

<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

Description	Minimum criterion
The captain of the proposed vessel <b>must</b> have work experience in commercial trap fishing of marine species.  This experience <b>must</b> include commercial fishing for lobster, rock crab or snow crab.	At least three (3) seasons of experience

**Comments**  
To demonstrate this criterion, bidders must provide a brief description of their experience. The description must include the years of the seasons worked as well as the species fished during these seasons.

Description	Minimum criterion
The captain of the proposed vessel must have experience operating a fishing vessel.	At least three (3) seasons of experience



Comments
To demonstrate this criterion, bidders must provide a brief description of their experience. The description must include the years of the seasons worked, the species fished during these seasons and the name of the boat operated.

I certify that the captain of the proposed vessel will be present and available to perform the work for the entire duration of the contract and will be available on twenty-four (24) hours notice during the period of the contract:

Yes   No

**3. Crew members**

Set \_\_\_\_\_ Rotating \_\_\_\_\_

Crew member 1 (required)	
<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
Description	Minimum criterion
The crew member of the proposed vessel <b>must</b> have work experience in commercial trap fishing for marine species.  This experience <b>must</b> include commercial fishing for lobster, rock crab or snow crab.	At least one (1) season of experience
Comments	
To demonstrate this criterion, bidders must provide a brief description of their experience. The description must include the years of the seasons worked as well as the species fished during these seasons.	
Description	Minimum criterion
The crew member of the proposed vessel <b>must</b> have experience in :	At least one (1) season of experience



<ul style="list-style-type: none"> <li>• The handling of traps ;</li> <li>• Repairing traps; and</li> <li>• Trap maintenance.</li> </ul>	
<b>Comments</b>	
To demonstrate this criterion, bidders must provide a brief description of their experience. The description must include the number of fishing seasons worked, the type of fishing, the type of fishing gear and the responsibility of the crew member when completing the work.	

<b>Crew member 2 (required)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description</b>	<b>Minimum criterion</b>
The crew member of the proposed vessel <b>must</b> have work experience in commercial trap fishing for marine species.  This experience <b>must</b> include commercial fishing for lobster, rock crab or snow crab.	At least one (1) season of experience
<b>Comments</b>	
To demonstrate this criterion, bidders must provide a brief description of their experience. The description must include the years of the seasons worked as well as the species fished during these seasons.	

I certify that at least one (1) crew member is available to assist DFO representatives in rock crab sampling and biological and physical data collection for the duration of the survey:

Yes   No

I certify that the two (2) crew members of the proposed vessel will be present and available to perform the work for the entire duration of the contract and will be available on twenty-four (24) hours notice during the period of the contract:

Yes   No



#### 4. Vessel description

Description	Minimum criteria	Comments
Registration number	NA	Please specify the registration number : _____
Length (feet)	At least thirty (30) feet	Please specify the length of the proposed vessel: : _____
Beam (feet)	At least nine (9) feet	Please specify the beam of the proposed vessel: : _____
Life rafts	The vessel is equipped with one (1) life raft with a minimum capacity of six (6) people or is equipped with several rafts that can accommodate a total of a minimum of six (6) people	Please specify the type, number and capacity of each life raft : • • •
Toilet(s)	At least one (1) toilet on board the vessel	Please provide a photo of the toilet as proof.
Power source	The boat has one (1) power source so that DFO technicians have access to a power outlet to plug in their electronic equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sorting table	At least one (1) sorting table on the deck of the boat	Please provide a photo of the sorting table as proof.
Dining table	One (1) sheltered area with one (1) table with seating that can accommodate at least three (3) people	Please provide a photo of the inside table as proof.

Location of Vessel (for inspection) : \_\_\_\_\_

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

#### 5. Vessel equipment

Description	Minimum criteria	Comments	Make, model and specifications (not required)
Sounder	One (1) on board	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Radar	One (1) on board	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VHF radio	One (1) on board	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Public band radio	One (1) on board	<input type="checkbox"/> Yes <input type="checkbox"/> No	
"GPS" satellite positioning system	One (1) on board	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Navigation system	One (1) navigation system with bathymetric map and waterways of the southern Gulf of St. Lawrence (e.g. plotter, such as Olex, Novatec or equivalent)	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Description	Minimum criteria	Comments	Make, model and specifications (not required)
Pulley and grapple	One (1) hydraulic pulley with one (1) boom to lift the traps and one (1) grapple to retrieve submerged traps	Please provide a photo of the pulley and grapple as proof.	
Portable fire extinguisher	Au moins un (1) à bord	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**6. Other information (not required)**

Description	Comments
Marine Emergency Duty Certificates (Captain)	Please specify the certificates you possess: •
Additional Certificates (Crew Member 1)	Please specify the certificates you possess: • •
Additional Certificates (Crew Member 2)	Please specify the certificates you possess: • •
Draft (feet)	Please specify the draft : _____
Gross tonnage	Please specify the gross tonnage: _____
Registered tonnage	Please specify the registered tonnage : _____
Voyage class	Please specify voyage class of the proposed vessel : _____
Engine	Please specify the name, type and power of the engine: _____
Fuel capacity	Please specify the number of liters : _____
Cruising speed (knots)	Please specify the cruising speed of the proposed vessel.
Year constructed	Please specify year the vessel was constructed
Construction material	Please specify the construction material:
Other information :	• • •



**ANNEX "E"  
EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS**

Proposals will be evaluated against the mandatory evaluation criteria detailed in this document as well as in the charter vessel application form. Proposals submitted by Bidders must clearly demonstrate that they meet all of the mandatory requirements as well as the minimum requirements of the charter vessel application form in order for the proposal to be considered for further evaluation. Proposals that do not meet the mandatory criteria set out in this document as well as the minimum requirements of the boat charter application forms will be excluded from evaluation.

Acceptance of submissions is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter boat does not meet the requirements outlined in the Statement of Work. The information provided will be used to evaluate the mandatory criteria.

The Bidder shall cite specific examples from their work history that address the criteria.

For the purposes of this proposal, "experience" shall infer that the Captain and/or crew member provided by the contractor have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted.

Vessels meeting the mandatory criteria may be subject to post-tender inspection for those that have met the mandatory requirements.

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the page number or section of the proposal that contains information to verify that the criteria have been met. Simply stating that you meet the criteria does not constitute proof.

No.	Mandatory criteria	Meets criteria (✓)	Proposal page #
<b>M1 Tender</b>	The bidder <b>must</b> complete and provide Annex "D" as part of their bid submission.		
<b>M2 Tender</b>	The boat, the captain and at least two (2) crew members <b>must</b> be present and available to carry out the work required for the sampling for the entire duration of the contract on twenty-four (24) hours notice.  To demonstrate this criterion, bidders must provide the names of the captain and the two (2) crew members as well as complete the declaration of availability in Annex "D".		
<b>M3 Tender</b>	The bidder <b>must</b> present a valid copy of the vessel's registration.  To demonstrate this criterion, bidders must provide a photo and/or copy of the registration as proof.		
<b>M4 Captain</b>	The captain of the vessel <b>must</b> have, at least, three (3) *seasons of work experience in commercial trap fishing of marine species.  This experience <b>must</b> include commercial fishing for:  • lobster; or		





No.	Mandatory criteria	Meets criteria (✓)	Proposal page #
	<ul style="list-style-type: none"> <li>• rock crabs; or</li> <li>• snow crabs</li> </ul> <p>To demonstrate this experience, bidders <b>must</b> provide a brief description of their experience.</p> <p>The description <b>must</b> include the years of the seasons worked as well as the species fished during these seasons.</p> <p><b>*Note:</b> Several fishing seasons can be completed in one year (e.g., 2020 – Lobsters; 2020 – Snow crabs).</p>		
<b>M5 Captain</b>	<p>The captain of the vessel <b>must</b> have, at least, three (3) * seasons of work experience in the operation of a fishing vessel.</p> <p>To demonstrate this experience, bidders should provide a brief description of their experience operating a fishing vessel.</p> <p>The description must include the years of the seasons worked as well as the name of the boat operated and the species caught.</p> <p><b>*Note:</b> Several fishing seasons can be completed in one year (e.g., 2020 – Voyager, Lobsters; 2020 – Voyager II, Snow Crabs).</p>		
<b>M6 Crew member</b>	<p>Other than the captain of the boat, at least two (2) crew members <b>must</b> have a minimum of one (1) *season of experience, each, in commercial trap fishing for marine species.</p> <p>This experience <b>must</b> include, commercial fishing for:</p> <ul style="list-style-type: none"> <li>• lobster; or</li> <li>• rock crabs; or</li> <li>• snow crabs.</li> </ul> <p>To demonstrate this experience, bidders <b>must</b> provide a brief description of the experience for each of the two (2) crew members.</p> <p>The description <b>must</b> include the years of the seasons worked as well as the species fished during these seasons.</p> <p><b>*Note:</b> Several fishing seasons can be completed in one year (e.g., 2020 – Lobsters; 2020 – Snow Crabs).</p>		
<b>M7 Crew member</b>	<p>Other than the captain of the boat, at least one (1) crew member <b>must</b> have a minimum of one (1) season of experience in:</p>		



No.	Mandatory criteria	Meets criteria (✓)	Proposal page #
	<ul style="list-style-type: none"> <li>• handling of traps; and</li> <li>• repair of traps; and</li> <li>• trap maintenance.</li> </ul> <p>To demonstrate this criterion, Bidders <b>must</b> provide a brief description of their experience.</p> <p>The description <b>must</b> include the number of fishing seasons worked, the type of fishing, the type of fishing gear and the responsibility of the crew member when completing the work.</p>		
<b>M8 Vessel</b>	<p>The vessel <b>must</b> be at least thirty (30) feet in length.</p> <p>To demonstrate this criterion, please provide a copy of Annex "D" as proof.</p>		
<b>M9 Vessel</b>	<p>The vessel <b>must</b> have a beam of at least nine (9) feet.</p> <p>To demonstrate this criterion, please provide a copy of Annex "D" as proof.</p>		
<b>M10 Vessel</b>	<p>The vessel <b>must</b> be equipped with one (1) life raft with a minimum capacity of six (6) people or <b>must</b> be equipped with several rafts that can accommodate a minimum of six (6) people in total;</p> <p>To demonstrate this criterion, bidders <b>must</b> include a photo as proof or a copy of the certificate.</p>		
<b>M11 Vessel</b>	<p>The vessel <b>must</b> be equipped with one (1) sorting table on the deck of the vessel.</p> <p>To demonstrate this criterion, bidders must include a photo of the sorting table as proof.</p>		
<b>M12 Vessel</b>	<p>The vessel <b>must</b> include one (1) sheltered area with one (1) table and seating that can accommodate a minimum of three (3) people.</p> <p>To demonstrate this criterion, bidders <b>must</b> provide a photo of the table as proof.</p>		
<b>M13 Vessel</b>	<p>The vessel <b>must</b> be equipped with at least one (1) toilet.</p> <p>To demonstrate this criterion, bidders must provide a photo of the toilet as proof.</p>		
<b>M14 Vessel</b>	<p>The vessel <b>must</b> be equipped with one (1) power source so that DFO technicians have access to a power outlet to plug in their electronic equipment.</p> <p>To demonstrate this criterion, please provide a copy of Annex "D" as proof.</p>		
<b>M15 Vessel equipment</b>	<p>The vessel <b>must</b> be equipped with:</p> <ul style="list-style-type: none"> <li>• one (1) VHF radio;</li> <li>• one (1) public band radio;</li> </ul>		



No.	Mandatory criteria	Meets criteria (✓)	Proposal page #
	<ul style="list-style-type: none"> <li>• one (1) sounder;</li> <li>• one (1) “GPS” satellite positioning system;</li> <li>• one (1) navigation system with bathymetric map and waterways of the southern Gulf of St. Lawrence (eg, plotter plotter such as Olex, Novatec and/or *equivalent); And</li> <li>• one (1) radar.</li> </ul> <p>To demonstrate this criterion, Bidders must provide photos of each piece of equipment and/or must provide a copy of Annex “D” as a statement of availability and supporting evidence.</p> <p><i>*Note: DFO reserves the right to inspect the vessel to ensure compliance with the declaration.</i></p> <p><i>**Note: If an equivalent product is provided, it must be considered equivalent with make/model and specifications provided in Annex “D”</i></p>		
<p><b>M16 Vessel equipment</b></p>	<p>The boat <b>must</b> be equipped with one (1) hydraulic pulley with boom to lift the traps and one (1) grapple to retrieve submerged traps.</p> <p>To demonstrate this criterion, bidders <b>must</b> provide a photo of the pulley and grapple as proof.</p>		
<p><b>M17 Vessel equipment</b></p>	<p>The vessel <b>must</b> be equipped with at least one (1) portable fire extinguisher on board.</p> <p>To demonstrate this criterion, bidders must provide a statement as proof. Please provide Annex “D” as proof.</p> <p><i>*Note: DFO reserves the right to inspect the vessel to ensure compliance with the declaration.</i></p>		