



**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
200 Kent Street, Station 9W081 | 200 rue Kent, Poste 9W081
Ottawa, Ontario K1A 0E6

Email - courriel: beverly.shawana@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 aux : 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).

Comments: - Commentaries :

Title – Sujet		Date
Pacific Herring Survey of the British Columbia Coast		January 22, 2016
Solicitation No. – N° de l'invitation FP802-150265		
Client Reference No. - No. de référence du client		
Solicitation Closes – L'invitation prend fin At / à : 2:00 P.M. EST (Eastern Standard Time)		
On / le: February 05, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Beverly Shawana Adresser toute demande de renseignements à Email – courriel: beverly.shawana@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is limited to Canadian goods and/or services.

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: 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.

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** (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:



Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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 electronically to Fisheries and Oceans Canada (DFO) Contracting Officer 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.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 8 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than February 01, 2016 (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

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))

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.



In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications 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 – see Annex F for details

4.1.1.2 Point Rated Technical Criteria - see Annex F for details

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16)



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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Insurance



The Contractor must provide the certificate of insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements.

5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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.

Revision to Departmental Name: 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.

6.3.1 General Conditions

[2010B](#) (2015-09-03), 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 March 31, 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Beverly Shawana
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, Station 9W081
Ottawa, Ontario K1A 0E6
Telephone: 613-949-1490
Facsimile: 613-991-1297
E-mail address: Beverly.shawana@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

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

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 See Annex "B" – Basis of Payment

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid



by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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

6.7.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2011-05-16) Limitation of Price

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: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 The Contractor must submit invoices in accordance with the section 8 of Annex "B" entitled "Basis of Payment".

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

6.10 Applicable Laws

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



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 (2015-09-03);
- (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) Annex F, Federal Contractors Program for Employment Equity - Certification;
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for



Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Pacific Herring Survey of the British Columbia Coast

1.2 Introduction

Department of Fisheries and Oceans (DFO) Canada intends to conduct a data collection program for Pacific Herring (*Clupea pallasii*) covering the five major and two minor assessment regions on the British Columbia Coast.

1.3 Estimated Value

The total value of any contract(s) emanating from this RFP shall not exceed \$1,280,000.00 (excluding applicable taxes), and must include all survey costs associated with vessel, crew, transportation, travel, living expenses, and research activities.

1.4 Objectives of the Requirement

There two objectives for the Pacific Herring Survey program are as follows:

Objective #1 is to measure herring spawn deposition (eggs) through SCUBA dive surveys or surface surveys (as described below) in some or all (as needed) of the five major stock assessment regions (Haida Gwaii, Prince Rupert District, Central Coast, Strait of Georgia and the West Coast of Vancouver Island) and two minor regions (Area 2W and Area 27);

Objective #2 is to obtain biological samples from pre-spawning aggregations of Pacific Herring using purse seine vessels in some or all (as needed) of the following major stock assessment regions: Haida Gwaii, Prince Rupert District, Central Coast, Strait of Georgia and the West Coast of Vancouver Island, and minor region Area 2W. Data from these programs is used by DFO Science in the annual stock assessment process for Pacific Herring.

1.5 Background, Assumptions and Specific Scope of the Requirement

British Columbia Pacific Herring stocks are assessed annually by DFO Science. Stock assessment uses an age-structured assessment model requiring annual updates of proportions at age, weight at age, and spawn survey data. Data collected through the Pacific Herring Survey Program, described in this Statement of Work are used by stock assessment scientists to assess the biomass of herring stocks, and provide annual biomass forecasts to Fisheries Management, information which is then used in the annual Integrated Fisheries Management Plan process for BC Pacific Herring.

2.0 Requirements

The Contractor shall carry out the 2016 Pacific Herring stock assessment survey to conduct assessments of herring egg deposition and obtain biological samples on (up to, as needed) all



spawning grounds in support of stock assessment.

The dive spawn survey will be conducted in the areas indicated in List of Activities – Part A and the collection of biological samples from pre-spawning aggregations of Pacific Herring stocks will be conducted in the areas indicated in List of Activities – Part A.

2.1 Tasks, Activities, Deliverables and Milestones

List of Activities

Part A:

Conduct a dive spawn survey of Pacific Herring stocks in some or all (as needed) of five major assessment regions and two minor assessment regions: 1) Haida Gwaii, 2) Prince Rupert District, 3) Central Coast, 4) Strait of Georgia, and 5) west coast of Vancouver Island, 6) Haida Gwaii Area 2W (minor), and 7) West Coast Vancouver Island Area 27 (minor). Spawn surveys are to be conducted according to DFO survey protocol. Surface survey option may be selected for Haida Gwaii and 2W. Contractor will enter all dive survey information into a database, using software supplied by DFO. Contractor will return all surface survey information to DFO.

Conduct spawn reconnaissance survey in Haida Gwaii.

Part B:

Collect biological samples from pre-spawning aggregations of Pacific Herring stocks in some or all (as needed) of the following areas: 1) Haida Gwaii (including Area 2W), 2) Prince Rupert District, 3) Central Coast, 4) Strait of Georgia, and 5) west coast of Vancouver Island. Surveys will be conducted following standardized sample collection protocols and spawn assessment techniques as described by the Herring Spawn Survey Manual and 2015 Sampling Guidelines, available by request from the Contracting Officer.

The surveys to be performed in the following areas:

1 Haida Gwaii (HG) and Area 2W

- a) One dive survey vessel to conduct dive spawn assessments for a 20-day period in HG, as directed by the Fisheries Manager,

OR
- b) One surface survey vessel to conduct surface spawn assessments for a 20-day period in HG, as directed by the Fisheries Manager.
- c) One spawn reconnaissance vessel survey to scout for herring spawn for a 13-day period in HG.
- d) One surface survey vessel to conduct surface spawn assessments for a 6-day period in Area 2W, as directed by the Fisheries Manager.
- e) One seine test vessel to conduct biological sampling for a 25-day period primarily in HG, but also in Area 2W as directed by the Fisheries Manager.



2 Prince Rupert District (PRD)

- a) One dive survey vessel to conduct dive spawn assessments for a 20-day period, as directed by the Fisheries Manager
- b) One seine test vessel to conduct biological sampling for a 13-day period primarily in Areas 3 / 4 (Big Bay area), and a second seine test vessel to conduct biological sampling for a 13-day period in Area 5 (Kitkatla area).

3 Central Coast (CC)

- a) One dive survey vessel to conduct dive spawn assessments for a 21-day period, as directed by the Fisheries Manager.
- b) One dive survey vessel to conduct dive spawn assessments for a 12-day period, as directed by the Fisheries Manager. This vessel will commence in the Central Coast after completing survey activities in the Strait of Georgia (split charter).
- c) One seine test vessel to conduct biological sampling for a 10-day period, as directed by the Fisheries Manager.

4 Strait of Georgia (SOG)

- a) One dive survey vessel to conduct dive spawn assessment for a 21-day period, as directed by the Fisheries Manager.
- b) One dive survey vessel to conduct dive spawn assessments for a 12-day period, as directed by the Fisheries Manager. Upon completing survey activities in the Strait of Georgia, this charter will move to the Central Coast (split charter).
- c) One seine test vessel to conduct biological sampling for a 27-day period in the Strait of Georgia, as directed by the Fisheries Manager.

5 West Coast of Vancouver Island (WCVI)

- a) One dive survey vessel to conduct dive spawn assessments for a 15-day period, as directed by the Fisheries Manager.

OR

- b) One live-aboard dive survey vessel to conduct dive spawn assessments for 3-4 days at a time, for a total of 14 days, as directed by the Fisheries Manager.
- c) One seine test vessel to conduct biological sampling for a 20-day period on the west coast Vancouver Island, as directed by the Fisheries Manager.

6 Strait of Georgia/WCVI/Area 27 - Shore based dive survey

A mobile shore-based dive survey vessel to conduct dive spawn assessment will be required for a 20 day period to be deployed in the Strait of Georgia, WCVI and Area 27, as directed by the Fisheries Manager.



Requirements Regarding Vessels, Divers and Equipment:

The program is to be conducted by vessels capable of conducting a dive survey program as outlined in this statement of work. Survey vessel(s) are to be adequate for the required work and be capable of conducting all activities, as well as accommodating one DFO staff as needed.

Dive Charter Vessels (all areas)

- All dive charters are to supply primary vessels capable of providing living accommodation for up to seven personnel. A full crew complement is required: a minimum of vessel master (skipper), engineer, cook, and 4 Canadian Standards Association (CSA) Occupational SCUBA certified divers.
- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- Dive survey vessels will each supply 4 CSA certified divers, with valid Occupational SCUBA tickets. Each dive survey vessel will supply a compressor, Scuba tanks, and two dive tending vessels to support divers during the course of survey activities.
- Dive charter vessels will carry Level 1 First Aid Kits at all times
- Vessels are to carry survival suits for each of the crew, including the skipper, plus one DFO person.
- Vessels are to carry a life raft certified capacity for the crew, including the skipper, and one DFO person.
- Vessel are to be capable of making open water passages, and to perform duties in exposed areas of the coast in winter conditions.
- Charter vessels will provide sufficient deck space to load and unload and store dive equipment when not in use. To minimize chance of hypothermia, an enclosed changing area for divers is required. This may be a ladder into the hold, easy access to engine room (while wearing dry suits), or an enclosed area on deck.
- Charter vessels will provide an adequate fresh water supply to provide daily showers for divers, and facilities on deck to rinse dive gear at end of day's operations.
- Charter vessels will provide a computer with Windows XP or Vista operating system installed, and a minimum of 512 MB of computer memory, to run the data entry program.
- Charter vessels in HG and Area 2W are to carry an Iridium satellite phone
- Each dive charter spawn assessment vessel will provide two dive tending vessels. Safety Equipment, flares, dive flags, radio, whistles, auxiliary propulsion (e.g. oars, kicker) are required. The tender vessels will carry field oxygen (E or D cylinders) and Level I first aid kits during diving operations. A throw line to assist recovering divers is required. Vessels greater than 6 m in length will carry an Emergency Position Indicating Radio Beacon (EPIRB).



Surface Survey Charter Vessels (HG, Area 2W)

- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- Surface survey charter vessel will supply skipper, cook/deckhand, and 3 surface survey crew.
- Vessels are to provide survival suits for each the crew, including the skipper, plus one DFO person.
- Vessels are to carry a life raft certified capacity for the crew, including the skipper, and one DFO person.
- Vessel are to be capable of making open water passages, and to perform duties in exposed areas of the coast in winter conditions.
- Surface survey charter vessels will provide 1 tending vessel with safety equipment, flares, dive flags, radio, whistles, auxiliary propulsion (e.g. oars, kicker).
- Charter vessels in HG and Area 2W are to carry an Iridium satellite phone
- Charter vessels must have Level I first aid kits, and a throw line to assist recovering swimmers. Vessels greater than 6 m in length will carry an Emergency Position Indicating Radio Beacon (EPIRB).

Live-aboard Dive Charter Vessel (WCVI)

- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- The dive vessel will be of sufficient size and seaworthiness to accommodate three divers, gear, and the vessel operator for extended overnight stays up-to 5-days.
- Dive survey vessel will each supply 3 CSA certified divers, with valid Occupational SCUBA tickets. Each dive survey vessel will supply a compressor, scuba tanks, oxygen, and safety equipment for vessel size.
- Vessels are to provide survival suits for each of the crew, including the skipper.
- Vessels are to carry a life raft certified capacity for the crew, including the skipper.
- Vessel are to be capable of making open water passages, and to perform duties in exposed areas of the coast in winter conditions.
- Charter vessels will provide a computer with Windows XP or Vista operating system installed, and a minimum of 512 MB of computer memory, to run the data entry program.
- Satellite phone, cellphone or DFO supplied radio to communicate with fisheries manager.



Shore-based Charter Vessels (WCVI/ SOG and Area 27 only)

- Shore-based dive survey vessels must supply three persons, of which 2 are CSA certified divers with valid Occupational Scuba tickets and one is a vessel operator. The dive vessel will be of sufficient size and seaworthiness to accommodate two divers, gear, and the vessel operator. The vessel will be on a trailer and capable of being towed into remote locations, and have a speed of no less than (20 Knots).
- All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
- Safety equipment, flares, dive flags, radio, whistles, auxiliary propulsion (e.g. oars, kicker) are required. The tender vessel will carry field oxygen (E or D cylinders) and Level I first aid kits during diving operations. A throw line to assist recovering divers is required. Vessels greater than 6 m in length must have an Emergency Position Indicating Radio Beacon (EPIRB).
- Dive charter vessels will carry Level 1 First Aid Kits at all times.

Spawn Reconnaissance Vessel (Haida Gwaii major stock area only)

- Reconnaissance vessel for Haida Gwaii will supply the following information to the DFO manager on a daily basis: record of vessel activities and movement during the day and estimate and location of amount of fish and spawning observed.
- The dive requirements do not apply.

Seine charter vessels (HG, PRD, CC, SOG, WCVI)

- All seine charters vessel provide living accommodation for crew, skipper, engineer, cook, and two DFO personnel.
- All seine vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities. Vessels must be certified for the crew, including the skipper and one additional person.
- Seine charter vessels will carry Level 1 First Aid Kits at all times.
- Vessels are to provide survival suits for all crew members plus one additional person. Vessels are to carry a life raft certified capacity for the crew, including the skipper, and one additional person.
- Vessels will be mechanically sound in all respects, seaworthy for fishing in the designated areas, and for performing duties in exposed areas of the coast in winter conditions.
- Vessels will have the capability to freeze and store biological samples for the duration of the test fishing operation.
- Vessels will accommodate additional sampling requests (e.g., live herring) on a per-request basis, as requested by DFO Science.



- Vessels will be fully equipped for herring seine fishing. A full herring seine is required.

2.2 Specifications and Standards

Works are to be delivered primarily through the contractors own review and expertise, with correspondence and cooperation with Fisheries and Oceans staff as necessary. Interaction between the Project Authority and the successful contractor may include, but not be limited to telephone correspondence, email correspondence, and meetings. Fisheries and Oceans Canada will deem works complete upon submission and acceptance of final deliverables.

2.3 Technical, Operational and Organizational Environment

The successful contractor will be responsible for providing their own technical requirements. The context of this statement refers to the contractor's ability to meet the criteria of this contract by using whatever tools and resources are required to complete their assessment, draw conclusions and formulate their recommendations to the Program.

The operational environment may include, but may not be limited to, the geographic area of interest and its surrounding areas, any work or meeting place where the assessment, recommendations, and review of documents is discussed.

Seine test and dive charter vessels will provide the following equipment:

- Two echo sounders, one of which must be a colour video;
- Colour sonar with a complete backup sonar;
- Two radars;
- Autotel, satellite or cellular phone (in areas where there is cell phone coverage);
- Chart Plotter;
- Radio communication equipment including VHF and SSB;
- Iridium satellite phone (HG and Area 2W only); and
- Computer with a minimum Microsoft Windows XP or Vista operating system installed and a minimum of 512 MB of memory.

2.4 Method and Source of Acceptance

All requirements and work will be classified acceptable provided the successful contractor articulates and presents results of the survey through: the dive survey data sheets and spawn data entry program detailing the spawn survey activities, provides details of test fishery activities, and provides biological samples to the Project Authority.

All deliverables and services rendered under this Contract are subject to inspection by the DFO Project Authority. The DFO Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

2.5 Reporting Requirements

Reporting requirements includes the daily updates and progress update teleconferences.



2.6 Project Management Control Procedures

A kick-off meeting or teleconferences will be carried out shortly after awarding the contract to the successful contractor. Contract progress update teleconferences will be carried out, at minimum one time, and will be held to measure performance of all identified tasks and milestones as described in 2.1. The contract will be managed by the project coordinator.

2.7 Change Management Procedures

Changes must be made in writing and agreed upon by both parties.

2.8 Ownership of Intellectual Property

The Crown will retain ownership of the Intellectual Property emanating from this requirement under the exception 6.4.1 (see below) where statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.

6.4.1 – Information for Public Dissemination. This exception applies when the purpose of the contract is to generate knowledge and information for public dissemination.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

3.1A Contracting Authority

Beverly Shawana
Senior Contracting Officer
Materiel and Procurement Services
Station 9W081, 9th Floor
200 Kent Street
Ottawa, Ontario
K1A 0E6

Telephone: (613) 949-1490
E-mail/ Courriel: beverly.shawana@dfo-mpo.gc.ca

3.1B Departmental Representative

To be provided upon contract award.

3.2 DFO Obligations

Fisheries and Oceans Canada will provide the following:

- Provision of the survey design and scientific guidance in the execution of the survey;
- Provision of “Herring Spawn Survey Manual” and “2015 Sampling Guidelines”;
- Provision of PBS dive safety officer to check and verify all certifications submitted by SCUBA divers participating in the survey (CSA Occupational SCUBA certificates, valid dive medical clearance and valid first aid/ CPR);
- Provision of scientific staff to provide on grounds audits of the performance of the dive survey



teams in each area (at the discretion of DFO Project Authority), and ensure the survey is conducted in accordance with standard survey protocol;

- Provision of DFO managers' time to monitor daily activities of the vessels in each of the areas;
- Provision of equipment required for dive surveys (i.e. log sheets, lead lines, quadrats, diver floats, transect maps for each area; computer program for data entry);
- Validation of all survey data (both electronic and paper) collected, and storage of all dive data in survey database. Archival of all data collected; and
- Monitoring of survey program activities to ensure they are being implemented according to and agreed upon standards and criteria.

3.3 Contractor's Obligations

- The Contractor will provide the charter vessels and crews (including divers, as described under Services Required, see above);
- The Contractor will provide a Program Manager to coordinate the survey and provide summary reports to DFO;
- The Contractor will provide daily updates on spawn survey activities and test fishery activities to DFO Fisheries Managers;
- The Contractor will complete data sheets for all dive survey activities;
- The Contractor will transfer all dive survey information from data sheets into a database, using software supplied by the DFO; and
- The Contractor will return all of the following to the department:
 - completed dive survey data sheets;
 - all dive survey gear;
 - all dive briefcases;
 - all test fishery gear;
 - all biological samples; and
 - completed log books.

3.4 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.5 Language of Work

The work will be carried out in English. The Project Manager **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an advance level. Please see below legend.



Legend/Légende	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	A person writing at this level can: <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	A person reading at this level can: <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	A person reading at this level can: <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. 	A person writing at this level can: <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

3.6 Security Requirements

None required.

3.7 Insurance Requirements

See Annex “C” and “D”.

3.8 Travel and Living

N/A.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The effective start date will be the date which the successful Contractor has been awarded the contract by DFO. The final deliverable(s) to be submitted to DFO on or before March 31, 2016.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

February 8, 2016 to March 1, 2016 – meeting between Project Manager and DFO Project Authority; obtain copies of Herring Survey Manual and Dive Survey Manual from DFO; preparation of vessels for survey activities; collection of survey data sheets and survey equipment from DFO and distribution to each vessel.

February 15, 2016 to March 31, 2016 – coordination between DFO Project Authority, Project Manager and Fisheries Managers to conduct survey activities in each area

*Submission of final invoice by March 31, 2016

5.0 Required Resources or Types of Roles to be Performed

All Contractor roles are Sections 2.1 and 3.3.



ANNEX "B" BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in Article 5.2 for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

4. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

5. TENDERED PRICES

5.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

Pacific Herring Survey of the British Columbia Coast

For the provision of all professional services, including all associated costs necessary to carry out the required work:



5.2

Area	Activity	All-inclusive Fixed Rate Per Day	Estimated # of Days	Total (A x B)
		(A)	(B)	
Haida Gwaii	13-day spawn reconnaissance charter in HG	\$	13	
Haida Gwaii (HG and 2W)	25-day seine test charter		25	
Area 2W	6-day surface spawn charter in Area 2W	\$	6	
Prince Rupert	20-day dive charter	\$	20	
Prince Rupert (Big Bay)	13-day seine test charter	\$	13	
Prince Rupert (Kitkatla)	13-day seine test charter	\$	15	
Central Coast	21-day dive charter	\$	21	
Central Coast	10-day seine test charter	\$	10	
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	\$	24	
Strait of Georgia	21-day dive charter	\$	21	
Strait of Georgia	27-day seine test charter	\$	27	
WCVI/ SOG/ Area 27	20-day shore based dive charter	\$	20	
Optional for HG and WCV1(selection to be determined by DFO)				
A. West Coast VI	15-day dive charter	\$	15	
B. West Coast VI	14-day live-aboard dive charter	\$	14	
A. Haida Gwaii	20-day dive charter in HG		20	
B. Haida Gwaii	20-day surface spawn charter in HG		20	

5.3 FOR AN AMOUNT NOT TO EXCEED \$ _____ GST/HST (excluded)

For Evaluation Purposes the total of 5.3 will be considered.

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.



6. SCHEDULE OF PAYMENTS

- 6.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.
- 6.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

7. FORM OF INVOICE

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

- 7.1 Payments will be made provided that:

7.1.1 the Contractor submits their invoices to DFO electronically, DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

7.1.2 Each invoice shows:

- (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) The amount of GST or HST payable as a separate amount;
- (c) The Contractor's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) All the information listed in section B4.2; and
- (e) Hold back at 10%, if applicable.

7.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

7.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.

- 7.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:

- (a) **The legal name of the Contractor**, *i.e.* 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, *i.e.* individual, unincorporated business, or corporation;
- (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
- (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) The following certification signed by the Contractor or an authorized officer:



"I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."

- 7.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 7.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

8. INTEREST ON OVERDUE ACCOUNTS

- 8.1 For the purposes of this clause:
- (a) "**average rate**" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (b) "**Date of payment**" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is "**due and payable**" when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
 - (d) an amount becomes "**overdue**" when it is unpaid on the first day following the day upon which it is due and payable.
- 8.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 8.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.
- 8.4 Her Majesty shall not be liable to pay interest on overdue advance payments.



9. 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:

9.1 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:

9.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

9.3 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:

9.4 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



ANNEX "C" INSURANCE CONDITIONS

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, 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 thirty (30) days written notice of cancellation.
 - d. Cross Liability/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](#), S.C. 1993, 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.
 - f. **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" 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. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. 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” OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

10 Crown to Own Intellectual Property Rights

10.0 Canada to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. Waiver of Moral Rights

10.1 *Interpretation*

In the Contract,

- 10.1.1 “Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- 10.1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 10.1.3 “Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- 10.1.4 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;
- 10.1.5 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 10.1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 10.1.7 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the



Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

10.2 *Disclosure of Foreground Information*

10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

10.3 *Canada to Own Intellectual Property Rights in Foreground Information*

10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.



10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

10.4 *License to Intellectual Property Rights in Contractor's Background Information*

10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (a) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

10.4.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection GC10.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1



and I 10.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

10.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1 and I 10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

10.5 *Right to License*

10.5.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

10.6 *Access to Information; Exception to Contractor Rights*

10.6.1 Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

10.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;



- (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

10.7 *Waiver of Moral Rights*

10.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

10.7.2 If the Contractor is an author of the Foreground Information referred to in subsection 10.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



ANNEX "F" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	Bidders must demonstrate they have the resources necessary to carry out the project. All vessels being offered must conform fully to Transport Canada safety requirements (valid certification), must meet all regulatory requirements, and must be in excellent condition.		
M2	Divers must have CSA Occupational Scuba certification.		



POINT- RATED REQUIREMENTS:

Proposals should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

In order for a proposal to meet the requirements, the bidder must score at minimum of **70% out of 100 to pass the overall Technical evaluation.** Proposals that do not receive at least 70% will be screened out of the process and will not be evaluated further.

No.	Rated criterion	Scale	Maximum score	Proposal Page number and section
R1	Indications of a clear understanding of the requirement and objectives of the project.	<ul style="list-style-type: none"> • Clear understanding and well detailed (16 to 25 pts) • Insufficient understanding, details missing (1 to 15 pts) 	25 points	
R2	Provide a summary of the intended approaches to be used to carry out the outlined work.	<ul style="list-style-type: none"> • Clear understanding and well detailed (16 to 25 pts) • Insufficient understanding, details missing (1 to 15 pts) 	25 points	
R3	Demonstrate experience (min 3 yrs required) with British Columbia wide stock assessment survey projects.	8 or more years (10 pts) 3 – 7 years (5 pts)	10 points	
R4	<ol style="list-style-type: none"> 1. Demonstrate seine test vessel and dive crew resources; 2. Provide details regarding vessels being offered; 3. Provide details regarding crew experience; and 4. Demonstrate each vessel for each area meets the dive vessel and dive crew requirements outlined in statement of work. 	<ul style="list-style-type: none"> • Clearly detailed for all areas and fully meets requirements (21 to 40 pts) • Insufficient understanding, details missing (1 to 20 pts) 	40 points	
Maximum Points			100 points	
Minimum total points required			70/100 pts	
Received points			/100 pts	



TOTAL POINTS (R1 TO R4): 100 POINTS MAXIMUM

Bidders must attain a rating of **at least 70% of the maximum possible points in the Point-Rated Criteria Requirement categories** in order to be considered compliant. Proposals which fail to attain at least 70% in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.

COST EVALUATION (PRICE): 20 POINTS MAXIMUM **(Submitted by the Bidders' Financial Proposal)**

Of those proposals determined to be Technically Compliant and having achieved a minimum score of 70/100, the lowest cost proposal will be awarded the maximum number of points assigned for cost (20 points). The points for cost for the remaining Technically Compliant proposals with their achieved overall Point-Rated Score will be allocated on a pro-rata basis.

SELECTION CRITERIA:

The bidder who meets the Mandatory Criteria, achieves a minimum score of 70% on the Rated Criteria and receives the highest combined rating of **Technical merit (80%) and Financial (20%)** (i.e. achieves the highest score, based on a combination of technical points and price points) will be awarded the contract.

OVERALLBASIS OF SELECTION

The overall Compliant Bidder with the highest combined rated criteria points and price points shall be selected as the Bidder providing best value to DFO and awarded a contract for this project.



ANNEX “G” FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

(To part 5)

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)