



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

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition 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 Pacific Herring Survey off the British Columbia Coast		Date January 10, 2020
Solicitation No. – N° de l'invitation F5211-190671		
Client Reference No. - No. de référence du client F1693-190026		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : January 31, 2020		
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 – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOtenders-soumissionsMPO@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 Canadian Content

"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.

1.6 Trade Agreements

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



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) (<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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws



Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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)

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 or send multiple emails 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.

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.

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

Please see Annex F for details

4.1.1.2 Point Rated Technical Criteria

Please 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 - Lowest Price Per Point

SACC Manual Clause ([A0035T \(2007-05-25\)](#)), Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications 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 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.

Signature: _____ **Date:** _____

5.2 Certifications Required with the Bid

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

5.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.2 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 the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

2010C (2018-06-21), General Conditions - 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 November 30, 2020.

6.4.2 Option to Extend the Contract

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



Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: **(name to be provided at contract award)**

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 to be provided 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

- 6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*) and Applicable Taxes are extra.
- 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](#) (2017-08-17) Limitation of Price

6.7.3 Monthly Payment



Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications

6.9.1 Compliance

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

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

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



6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex F, Vessel Templates For all Survey Activities

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 Annexes C and D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

6.14 SACC Manual Clauses

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

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

6.15 Licensing

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



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Pacific Herring Survey off the British Columbia Coast

1.2 Contracting Period

Contract Award through to November 30, 2020 with the possibility of one (1) additional option year, at the discretion of Fisheries and Oceans Canada

Option year if exercised will be December 1, 2020 through to November 30, 2021.

Project work to take place between January and May 2020 and January and May 2021 if option year is exercised

1.3 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.

1.4 Estimated Value

The total value of any contract emanating from this RFP shall not exceed \$1,400,000.00 in 2020 and \$1,400,000.00 in 2021 (excluding applicable taxes), and must include all survey costs associated with vessel, crew, transportation, fuel, travel, living expenses, and research activities.

1.5 Objectives of the Requirement

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. DFO Science uses data from these programs in the annual stock assessment process for Pacific Herring.

1.6 Background, Assumptions and Specific Scope of the Requirement

DFO Science assesses British Columbia Pacific Herring stocks annually. 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 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 and surface surveys of herring spawn 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: 1) Haida Gwaii, 2) Prince Rupert District, 3) Central Coast, 4) Strait of Georgia, and 5) west coast of Vancouver Island; as well as 6) West Coast Vancouver Island Area 27 (minor stock area). Dive spawn surveys are to be conducted according to DFO survey protocol. A surface survey is to be conducted in Haida Gwaii minor stock Area 2W, following DFO survey protocol. Dive and surface survey protocols are available by request from the Contracting Officer.

Contractor will enter all information gathered and collected in to a database using DFO supplied software and return all hard copy information to Project Authority prior to payment being issued.

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 as described by the 2015 Sampling Guidelines, available by request from the Contracting Officer.

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 an 18-day period in HG, as directed by the Fisheries Manager.
- b) One surface survey vessel to conduct surface spawn assessments for a 6-day period in Area 2W with a flexible start date of March 25th, 2020 to April 5th, 2020 as directed by the Fisheries Manager.
- c) One spawn reconnaissance vessel survey to scout for herring spawn for a 19-day period in HG.
- d) One seine test vessel to conduct biological sampling for a 25-day period primarily in HG, and Area 2W as directed by the Fisheries Manager.

Survey durations for (a), (b), and (d) may require stand-down days and extensions, upon request by the Fisheries Manager. Contractors will not be paid for stand-down days.

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)
- c) One seine test vessel to conduct biological sampling for a 13-day period Area 5 (Kitkatla area)

Survey durations for (a), (b), and (c) may require stand-down days and extensions, upon request by the Fisheries Manager. Contractors will not be paid for stand-down days.

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 in the Central Coast, as directed by the Fisheries Manager.

Survey durations for (a) and (b) may require stand-down days and extensions, upon request by the Fisheries Manager. Survey (c) may require extensions. Contractors will not be paid for stand-down days.

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).



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- 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.
 - d) One vessel to sound and assess herring stocks, and provide management support to on-grounds fishery managers for up to 15-day period.

Survey durations for (a), (b), (c) and (d) may require stand-down days and extensions, upon request by the Fisheries Manager. Contractors will not be paid for stand-down days.

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.
- b) 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.

Survey durations for (a) and (b) may require stand-down days and extensions, upon request by the Fisheries Manager. Contractors will not be paid for stand-down days.

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 15 day period to be deployed in the Strait of Georgia, WCVI and Area 27, as directed by the Fisheries Manager.

Survey durations may require stand-down days and extensions, upon request by the Fisheries Manager. Contractors will not be paid for stand-down days.

Requirements Regarding Vessels, Divers and Equipment:

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.

The program is to be conducted by vessels capable of conducting survey activities 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.

Proposals must include a completed vessel template for each survey activity, as identified in the Evaluation Criteria. The templates can be found in Annex F - VESSEL TEMPLATES FOR ALL SURVEY ACTIVITIES of this solicitation.



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 (with valid annual air test), Scuba tanks, and two dive tending vessels to support divers during the course of survey activities. All diving activity will conform to Worksafe BC Occupational Health and Safety Regulations (OHSR) Part 24.
- Vessels must carry enough medical oxygen to provide a continuous supply during medical evacuation. An “M”/ 625 litre cylinder or greater is recommended.
- 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 higher operating system installed to run the data entry program.
- Charter vessels in HG and Area 2W are to carry a satellite phone (Global Star preferred)



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- Each dive charter spawn assessment vessel will provide two dive tending vessels. Required safety equipment will follow Transport Canada small vessel requirements. 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 (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 include a minimum crew of 3: skipper, cook/deckhand, and 1 surface survey personnel.
- Vessels are to provide survival suits for each 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 required safety equipment following Transport Canada small vessel requirements. The tending vessel should be capable of navigating in shallow water, close to exposed rocky shore and carry a minimum of 3 people.
- Charter vessels in HG and Area 2W are to carry a satellite phone (Global Star preferred).
- 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).

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).



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- 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.
 - Required safety equipment will follow Transport Canada small vessel requirements. 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).

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 one 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 may be required to accept on-board mounting and positioning for video and/or camera monitoring equipment as part of pilot monitoring project.
- Vessels will have the capability to freeze and store biological samples for the duration of the test fishing operation.



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- 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.
 - Seine charter vessels are required to be dedicated survey vessels. Commercial fishing activities are not to be combined with survey work, i.e., stand-down days will not be permitted for commercial fishing or packing during the survey.

Strait of Georgia Sounding and Support Vessel (SOG)

- Vessel must provide living accommodation and meals for crew, skipper, engineer, cook, and 3 DFO personnel.
- Vessel 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 3 DFO personnel.
- Vessel will carry Level 1 First Aid Kits at all times.
- Vessel is to provide survival suits for all crew members including the 3 DFO personnel. Vessels are to carry a life raft certified capacity for the crew, including the skipper, and 3 DFO personnel.
- Vessel 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.
- Vessel is required to be a dedicated survey vessel. Commercial fishing activities are *not* to be combined with survey work / sounding and support, i.e., stand-down days will not be permitted for commercial fishing or packing during contracted period.

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, sounding and support 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;
- Satellite phone for HG and Area 2W (Global Star preferred);
- Computer with a minimum Microsoft Windows XP or higher operating system installed and a minimum of 512 MB of memory (dive charter only).

2.4 Method and Source of Acceptance

Works 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

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.

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.

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.

The Department of Fisheries and Oceans has determined that any intellectual property arising from the performance of the Work under the contract will belong to Canada as the main purpose of the contract is to generate knowledge and information for public dissemination.

Exception 6.5 – Copyright

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

Fisheries and Oceans Canada will provide the following:

1. the survey design and scientific guidance in the execution of the survey.
2. “Herring Spawn Survey Manual 2019” and “2015 Sampling Guidelines”.



3. DFO project authority 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) prior to each survey.
4. DFO scientific staff to provide on grounds audits of the performance of the dive survey teams in each area (at the request of DFO Project Authority), and ensure the survey is conducted in accordance with standard survey protocol.
5. DFO Fisheries Manager and Project Authority will be available for communication with survey teams to discuss survey activities as needed in each of the areas.
6. DFO will provide equipment required for dive surveys: log sheets, lead lines, quadrats, diver floats, transect maps for each area; computer program for data entry.
7. Validation of all survey data (both electronic and paper) collected, and storage of all dive data in survey database. Archival of all data collected.
8. Monitoring of survey program activities to ensure they are being implemented according to the agreed upon standards and criteria.

3.2 Contractor's Obligations

- The Contractor will provide the charter vessels and crews (including divers, as described in this statement of work);
- The Contractor will provide evidence of WCB and P&I Marine Liability Insurance for all personnel and resources associated with the Contract Work within 14 day of contract award.
- 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;
- 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;
 - completed log books.

3.3 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 communication with the Departmental Representative and other departmental personnel.

3.4 Language of Work



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

Legend	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 action 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 conditioned ideas. 	A person reading at this level can: <ul style="list-style-type: none"> understand most complicated 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.

3.5 Travel and Living

Travel and living expenses will not be covered under this contract.

3.6 Definitions

Fisheries Managers – Departmental representative in each survey area who keeps in touch daily with the survey vessel(s) in their area



Project Authority - Departmental representative in charge of the overall project who keeps in touch with both the Fisheries Manager and the Contractor 1 to 2 times a week.

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 May 31, 2020, and May 31, 2021 for option year if exercised.

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

January / February 2020 – meeting between Contactor and DFO Project Authority; obtain copies of Herring Survey Manual and Dive Survey Manual from DFO; preparation of vessels for survey activities; collection of completed survey data sheets and survey equipment from DFO and distribution to each vessel.

Feb 15 – May 15, 2020 – coordination between DFO Project Authority, Contractor and Fisheries Managers to conduct survey activities in each area



ANNEX "B" BASIS OF PAYMENT

For the provision of all professional services, including all associated costs (including fuel) necessary to carry out the required work. The Contractor is requested to provide costs per area using the following pricing table, excluding GST/HST. Some Survey durations may require stand-down days and / or extensions, upon request by the Fisheries Manager.

Area	Activity	Approximate start date of survey	All-inclusive Fixed Rate Per Day	Estimated # of Days	Total (A x B)
Haida Gwaii	18-day dive charter	April 6, 2020	\$	20	
Haida Gwaii	19-day spawn reconnaissance charter in HG	April 1, 2020	\$	19	
Haida Gwaii (HG and 2W)	25-day seine test charter	March 9, 2020	\$	25	
Area 2W	6-day surface spawn charter in Area 2W	April 1, 2020	\$	6	
Prince Rupert	20-day dive charter	March 27, 2020	\$	20	
Prince Rupert (Big Bay)	13-day seine test charter	March 15, 2020	\$	13	
Prince Rupert (Kitkatla)	13-day seine test charter	March 15, 2020	\$	13	
Central Coast	21-day dive charter	April 8, 2020	\$	21	
Central Coast	10-day seine test charter	March 5, 2020	\$	10	
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	March 13, 2020	\$	24	
		April 5, 2020			
Strait of Georgia	27-day seine test charter	February 20, 2020	\$	27	
Strait of Georgia	15-day sounding charter	February 25, 2020	\$	15	
WCVI	15-day dive charter	March 5, 2020	\$	15	



WCVI	20-day seine test charter	February 20, 2020	\$	20	
WCVI/ SOG/ Area 27	15-day shore based dive charter	February 20, 2020	\$	15	
				TOTAL	\$

Initial year of contract award through to November 30, 2020
For An Amount NOT to Exceed \$1,400,000.00 (GST/HST excluded)

Note: If the total cost of the proposed program exceeds \$1,400,000.00 the contractor will cover the additional program costs. Not all surveys will be actioned in 2020. The activation of a survey will depend on the fish and budget.

For Evaluation Purposes the TOTAL (A x B) will be considered.

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



Area	Activity	Approximate start date of survey	All-inclusive Fixed Rate Per Day	Estimated # of Days	Total (A x B)
Haida Gwaii	18-day dive charter	April 6, 2021	\$	20	
Haida Gwaii	19-day spawn reconnaissance charter in HG	April 1, 2021	\$	19	
Haida Gwaii (HG and 2W)	25-day seine test charter	March 9, 2021	\$	25	
Area 2W	6-day surface spawn charter in Area 2W	April 1, 2021	\$	6	
Prince Rupert	20-day dive charter	March 27, 2021	\$	20	
Prince Rupert (Big Bay)	13-day seine test charter	March 15, 2021	\$	13	
Prince Rupert (Kitkatla)	13-day seine test charter	March 15, 2021	\$	13	
Central Coast	21-day dive charter	April 8, 2021	\$	21	
Central Coast	10-day seine test charter	March 5, 2021	\$	10	
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	March 13, 2021	\$	24	
		April 5, 2021			
Strait of Georgia	27-day seine test charter	February 20, 2021	\$	27	
Strait of Georgia	15-day sounding charter	February 25, 2021	\$	15	
WCVI	15-day dive charter	March 5, 2021	\$	15	
WCVI	20-day seine test charter	February 20, 2021	\$	20	
WCVI/ SOG/ Area 27	15-day shore based dive charter	February 20, 2021	\$	15	



				TOTAL	\$
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Option year of contract December 1, 2020 – November 30, 2021
For An Amount NOT to Exceed \$1,400,000.00 (GST/HST excluded)

Note: If the total cost of the proposed program exceeds \$1,400,000.00 the contractor will cover the additional program costs. Not all surveys will be actioned in. The activation of a survey will depend on the fish and budget.

For Evaluation Purposes the TOTAL (A x B) will be considered.

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



ANNEX “C” – INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans 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 insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
(Contracting officers must insert the following option, if applicable.)
 - 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" - 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” to PART 5 - BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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)



ANNEX “F” – VESSEL TEMPLATES FOR ALL SURVEY ACTIVITIES

<u>DIVE CHARTER – SHOREBASED only</u>		
Applied for Location: WCVI/SOG/Area 27		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
Dive Supervisor: _____		Years of Survey Experience: _____
<u>Requirements: vessel</u>	Yes/No and page # in application	Comments
Meet TC safety requirements		
Excellent overall condition		
Capable of nearshore/shallow work		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Vessel must be trailerable		
<u>Requirements: divers</u>	Yes/No and page # in application	Comments
(2) CSA/WCB certified divers		
Valid certified compressor		
Valid scuba tanks		
Oxygen cylinder “E” or “D”		



<u>DIVE CHARTER – WCVI only</u>		
Applied for Location:		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
Dive Supervisor: _____		Years of Survey Experience: _____
<u>Requirements: vessel</u>	Yes/No and page # in application	Comments
Accommodation for minimum (6) personnel		
Meet TC safety requirements		
Excellent overall condition		
Capable of open water passages		
P&I Liability insurance		
Sufficient space for storage/drying dive gear		
Adequate freshwater supply		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		
Oxygen cylinder "M"/625 liter cylinder or greater		
<u>Requirements: divers</u>	Yes/No and page # in application	Comments
(3) CSA/WCB certified divers		
Valid certified compressor		
Valid scuba tanks		
(1) tending vessels that meet all TC small vessel regs.		
Oxygen cylinder "E" or "D" per tender		



DIVE CHARTER		
Applied for Location:		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
Dive Supervisor: _____		Years of Survey Experience: _____
<u>Requirements: vessel</u>	Yes/No and page # in application	Comments
Accommodation for minimum (7) personnel		
Meet TC safety requirements		
Excellent overall condition		
Capable of open water passages		
P&I Liability insurance		
Sufficient space for storage/drying dive gear		
Adequate freshwater supply		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		
Oxygen cylinder "M"/625 liter cylinder or greater		
<u>Requirements: divers</u>	Yes/No and page # in application	Comments
(4) CSA/WCB certified divers		
Valid certified compressor		
Valid scuba tanks		
(2) tending vessels that meet all TC small vessel regs.		
Oxygen cylinder "E" or "D" per tender		



SEINE TEST VESSEL		
Applied for Location:		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
<i>Requirements: vessel</i>	Yes/No and page # in application	Comments
Accommodation for minimum (6) personnel		
Meet TC safety requirements		
Excellent overall condition		
Capable of open water passages		
P&I Liability insurance		
Capable of freezing and storing biological samples		
Full-sized herring seine and required equipment for seining		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		



<u>SPAWN RECONNIASSANCE VESSEL – HG 2E</u>		
Applied for Location: HG 2E		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
<i>Requirements: vessel</i>	Yes/No and page # in application	Comments
Accommodation for minimum (3) personnel		
Meet TC safety requirements		
Excellent overall condition		
Capable of open water passages		
P&I Liability insurance		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		



<u>SURFACE SPAWN SURVEY VESSEL – HG 2W</u>		
Applied for Location: HG 2W		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
<i>Requirements: vessel</i>	Yes/No and page # in application	Comments
Accommodation for minimum (3) personnel		
Meet TC safety requirements		
Excellent overall condition		
Capable of open water passages		
P&I Liability insurance		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		



ANNEX "G" 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	The Bidder's proposal must identify a proposed resource as a Project Manager who has experience coordinating a minimum of 3 coast-wide survey programs in British Columbia. Provide details of experience of Project Manager.		
M2	The Bidder must demonstrate using project descriptions experience in the following: <ul style="list-style-type: none"> • Conducting herring spawn surveys (via SCUBA) • Biological Sampling (Via Seine Test Charter Program) • Coordinating these program activities concurrently for Pacific Herring on a Coast-Wide Basis 		
M3	Bidders must describe in detail all vessel resources available to complete survey activities in each area. Bidders are to demonstrate seine test vessel and dive crew resources by completing a Seine Charter Template and Dive Charter Template for each survey activity in each area. The templates can be found in Annex H of this solicitation.		



M4	All vessels being offered must conform fully to Transport Canada safety requirements (valid certification), must meet all regulatory requirements. Bidders must include copies of valid certification for each vessel in their bid. Transportation safety requirements listed here: http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-csv-15-150-1633.htm		
M5	Bidders must provide valid copies of CSA Occupational Scuba Certification for all proposed lead divers and include it in their bid.		



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.

Rated Requirement	Scoring	Available Score	Proposal Page number
<p>R1. Using project description, the Bidder should demonstrate the proposed Project Manager has coordinated 3 or more coast-wide survey programs in BC. (10 points available)</p>	<p>R1 7 or more surveys (10 points) 4 – 6 surveys (7 points) 3 surveys (5 points) 2 or less surveys (0 points)</p>	/10	
<p>R2. The bidder should demonstrate using project descriptions that each of the 7 dive charters has a dive supervisor with a minimum experience of 2 herring spawn survey seasons. (35 points available)</p>	<p>R2: Each Dive Supervisor (7 in total) proposed is rated by the following: 5 or more herring seasons (5 points) 3 – 4 herring seasons (3 points) 2 or less seasons (1 point)</p>	/35	
<p>R3. The bidder should demonstrate using project descriptions that each of the 6 seine charters has a skipper with a minimum skippering experience of</p>	<p>R3: Each skipper proposed (6 in total) is rated by the following: 5 or more herring seasons (5 points) 3 – 4 herring seasons (3 points)</p>	/30	



3 herring seasons (30 points available)	2 or less seasons (1 point)		
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Total points: 75 points max

COST EVALUATION (total maximum of 100 points)

Of those proposals determined to be technically responsive, the lowest cost proposal, based on the pricing table in the statement of work, will be awarded the maximum number of points assigned for cost (100 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

BASIS OF SELECTION: Rated Requirements is worth 70% & Cost Evaluation is worth 30%

The compliant bidder with the highest combined rated criteria points (70%) and price points (30%) shall be selected as the bidder providing best value.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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.