



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

Bid Receiving/Réception des  
sousmissions

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

Email - courriel: [DFOtenders-  
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

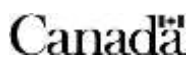
Proposal to: Fisheries and Oceans  
Canada

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

Proposition 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 :



<b>Title – Sujet</b> Acoustics and Netting for Spring Herring		<b>Date</b> March 24, 2021
<b>Solicitation No. – N° de l'invitation</b> F5211-210038		
<b>Client Reference No. - No. de référence du client</b> F4751-210001		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) <b>On / le :</b> April 8, 2021		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Michael Peters – Contracting Specialist <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS..... 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS ..... 3

1.4 TRADE AGREEMENTS ..... 3

1.5 PROCUREMENT OMBUDSMAN ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS..... 4

2.3 ENQUIRIES - BID SOLICITATION ..... 4

2.4 APPLICABLE LAWS..... 5

2.5 BID CHALLENGE AND RECOURSE MECHANISMS..... 5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 6**

3.1 BID PREPARATION INSTRUCTIONS ..... 6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 7**

4.1 EVALUATION PROCEDURES..... 7

4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 7

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 9**

5.1 CERTIFICATIONS REQUIRED WITH THE BID ..... 9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 12

**PART 6 - RESULTING CONTRACT CLAUSES ..... 14**

6.1 SECURITY REQUIREMENTS..... 14

6.2 STATEMENT OF WORK..... 14

6.3 STANDARD CLAUSES AND CONDITIONS ..... 14

6.4 TERM OF CONTRACT ..... 14

6.5 AUTHORITIES ..... 15

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 15

6.7 PAYMENT ..... 16

6.8 INVOICING INSTRUCTIONS..... 17

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 17

6.10 APPLICABLE LAWS..... 17

6.11 PRIORITY OF DOCUMENTS..... 17

6.12 PROCUREMENT OMBUDSMAN ..... 18

6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06)..... 18

6.14 DISPUTE RESOLUTION..... 18

**ANNEX "A" STATEMENT OF WORK ..... 19**

**ANNEX "B" BASIS OF PAYMENT ..... 36**

**ANNEX "C" – INSURANCE CONDITIONS..... 40**

**ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS..... 42**

**ANNEX "E" EVALUATION CRITERIA ..... 44**



---

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

### **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 \$26,400 for goods and under \$105,700 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](mailto: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](http://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) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted 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 five (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 New Brunswick.

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

## 2.5 Bid Challenge and Recourse Mechanisms

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



---

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that 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 to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

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

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

**Section I: Technical Bid**

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

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**Section III: Certifications**

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



---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

See Annex C for details

##### 4.1.1.2 Point Rated Criteria

See Annex C for details

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria; and
2. Bids not meeting (a) or (b) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
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. **Task 2:** A fixed budget is available of \$600 per night up to a maximum of \$3000 (5 nights) for each region
7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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. Contracts will be awarded per region, a maximum of 6 Contracts may be awarded.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 70/30 ratio of technical merit and price, respectively. The total available point equals 53 and the lowest evaluated price is \$75.00 per hour (75).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		48/53	32/53	42/53
<b>Bid Evaluated Price</b>		\$120.00	\$90.00	\$75.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$48/53 \times 70 = 63.39$	$32/53 \times 70 = 42.26$	$42/53 \times 70 = 55.47$
	<b>Pricing Score</b>	$75/120 \times 30 = 18.75$	$75/90 \times 30 = 25$	$75/75 \times 30 = 30$
<b>Combined Rating</b>		82.14	67.26	85.47
<b>Overall Rating</b>		2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>





**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

**5.1 Certifications Required with the Bid**

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

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

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

**5.1.2 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.1.3 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:  
\_\_\_\_\_

**5.1.4 Electronic Payment of Invoices – Contract**

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

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

**5.1.5 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.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



---

### 5.1.6 List of Names for Integrity Verification Form

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

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

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

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



---

## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



---

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

- The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
- The Contractor/Offeror personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

### 6.2 Statement of Work

The Work to be performed is in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 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: Michael Peters  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
Telephone: (506) 429-2359  
Facsimile: (506) 452-3676  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

### 6.5.2 Project Authority (To be named at contract award)

The Project Authority for the Contract is:

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

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

### 6.5.3 Contractor's Representative (To be named at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ \_  
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 The Contractor will be paid in accordance with 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 Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Single Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.





#### 6.7.4 Electronic Payment of Invoices – Contract

- The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- ( ) MasterCard Acquisition Card;
  - ( ) Direct Deposit (Domestic and International);

#### 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: AP Coder (inserted at contract award)

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

#### 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) **2010B** (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date at contract award*)



## 6.12 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 \$26,400.00 for Goods and under \$105,700.00 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](mailto: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](http://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 & 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 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



---

## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

**Acoustics and netting of local spawning beds for spring herring:**

**The work of this project is divided into six regions, as follows:**

**Region 1) 16B – Chaleur Bay, North side**

**Region 2) 16B – Chaleur Bay, South side**

**Region 3) 16C – Escuminac**

**Region 4) 16E – Cap-Pelé, Cape Jourimain**

**Region 5) 16E – PEI, North side**

**Region 6) 16E – PEI, South side**

#### 1.2 Introduction

In order to enhance scientific knowledge of spring herring populations in the southern Gulf of St. Lawrence, this project will survey spring herring spawning grounds and collect data to develop an index of abundance for each fishing area to increase area specific information in the stock assessment. The information gathered will also be used to assess local indices of recruitment, size at maturity, mesh selectivity and relative fishing mortalities. The experimental nets will also be equipped with a temperature logger to collect environmental information about conditions on the spawning areas.

The contractors must choose fishers for conducting acoustic and netting surveys. DFO will provide guidance and manage the project.

**Task 1:** One licensed herring fishing vessel in each of regions 1 to 6 will conduct stratified random acoustic surveys to determine the relative abundance of the spring herring schools. This information may be used to determine relative abundance estimates for the different fishing areas.

**Task 2:** One licensed herring fishing vessel in each of regions 1 to 6 will set a stand-alone multi-mesh gillnet to determine the size composition of the herring schools and to obtain indices of age-classes entering the population.

#### 1.3 Objectives of the Requirement

This project is aimed at enhancing knowledge of local spring herring populations and their relation to the global southern Gulf of St. Lawrence herring stock, and to develop spawning-bed specific indices of biomass and relative fishing mortalities for stock assessment purposes. The data obtained from this survey will increase the spawning ground specific information and improve the assessment quality in terms of changes in selectivity over time, non-proportionality of fishery-dependent indices and lack of local stock indices. To achieve this goal, this project will produce two sets of indices: the first will be based on local acoustic surveys conducted weekly following a statistical sampling design. This index will provide information on local abundance and spatio-temporal distribution of spring spawning herring. The second will be based on multi-mesh experimental nets, which will inform relative changes in fishery selectivity over time and provide information on the demographic composition of herring. A similar survey has improved the fall spawning herring assessment quality in these regards.



## 1.4 Background, Assumptions and Specific Scope of the Requirement

Since 2002, similar projects have been conducted in the southern Gulf of St. Lawrence (NAFO area 4T) on fall spawning herring. The strength of age-classes entering the fishery is important because the numbers of new age-classes entering the fishery have the most influence on changes in determining the recruitment and changes in size at maturity, as well as providing valuable information to set appropriate fishing levels from year to year. Conducting this study on each major spring herring spawning area in the southern Gulf of St. Lawrence will provide a better understanding of the zonal abundance of fish in the region, and improve the spring stock assessment.

## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

**Task 1:** Fisheries and Oceans Canada requires one boat and captain in each of the six regions to conduct acoustic surveys, as follows:

Region 1: One vessel in region 1 (16B), Chaleur Bay, North side will be responsible for completing the transects perpendicular to shore in the four strata (Figure 2). The areas of these strata are approximately: 18 km<sup>2</sup>, 21 km<sup>2</sup>, 66 km<sup>2</sup>, and 8 km<sup>2</sup>, for an approximate total of 113 km<sup>2</sup>.

Region 2: One vessel in region 2 (16B), Chaleur Bay, South side will be responsible for completing the transects perpendicular to shore in the four strata (Figure 3). The areas of these strata are approximately: 79 km<sup>2</sup>, 21 km<sup>2</sup>, 31 km<sup>2</sup>, and 16 km<sup>2</sup>, for a total of 147 km<sup>2</sup>.

Region 3: One vessel in region 3 (16C), Escuminac will be responsible for completing the 31 transects in the three strata (Figure 4). The areas of these strata are approximately: 90 km<sup>2</sup>, 100 km<sup>2</sup>, and 15 km<sup>2</sup>, for an approximate total of 205 km<sup>2</sup>.

Region 4: One vessel in region 4 (16E), Cap-Pelé, Cape Jourimain, NB will be responsible for completing the transects perpendicular to shore in the five strata (Figure 5) The areas of these strata are approximately: 19 km<sup>2</sup>, 12 km<sup>2</sup>, 13 km<sup>2</sup>, 18 km<sup>2</sup>, and 16 km<sup>2</sup>, for an approximate total of 78 km<sup>2</sup>.

Region 5: One vessel in region 5 (16E), PEI North side will be responsible for completing the transects perpendicular to shore in the thirteen strata (Figure 6). The areas of these strata are approximately: 69 km<sup>2</sup>, 17 km<sup>2</sup>, 12 km<sup>2</sup>, 4 km<sup>2</sup>, 6 km<sup>2</sup>, 2 km<sup>2</sup>, 8 km<sup>2</sup>, 4 km<sup>2</sup>, 6 km<sup>2</sup>, 2 km<sup>2</sup>, 4 km<sup>2</sup>, 6 km<sup>2</sup>, and 10 km<sup>2</sup>, for an approximate total of 150 km<sup>2</sup>.

Region 6: One vessel in region 6 (16E), PEI South side will be responsible for completing the transects perpendicular to shore in the seven strata (Figure 7). The areas of these strata are approximately: 18 km<sup>2</sup>, 27 km<sup>2</sup>, 13 km<sup>2</sup>, 32 km<sup>2</sup>, 17 km<sup>2</sup>, 53 km<sup>2</sup> and 33 km<sup>2</sup>, for an approximate total of 193 km<sup>2</sup>.

Acoustic surveys will take place on spring spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the spring fishery in 2021. Surveys will either be completed a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or, b) in areas where neither spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys). The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the spring fishery.

Surveys must be completed between 18:00 and 07:00 the following morning. Acoustic data collected will be downloaded at the end of each survey by the Fisheries Association representative or by DFO employees.

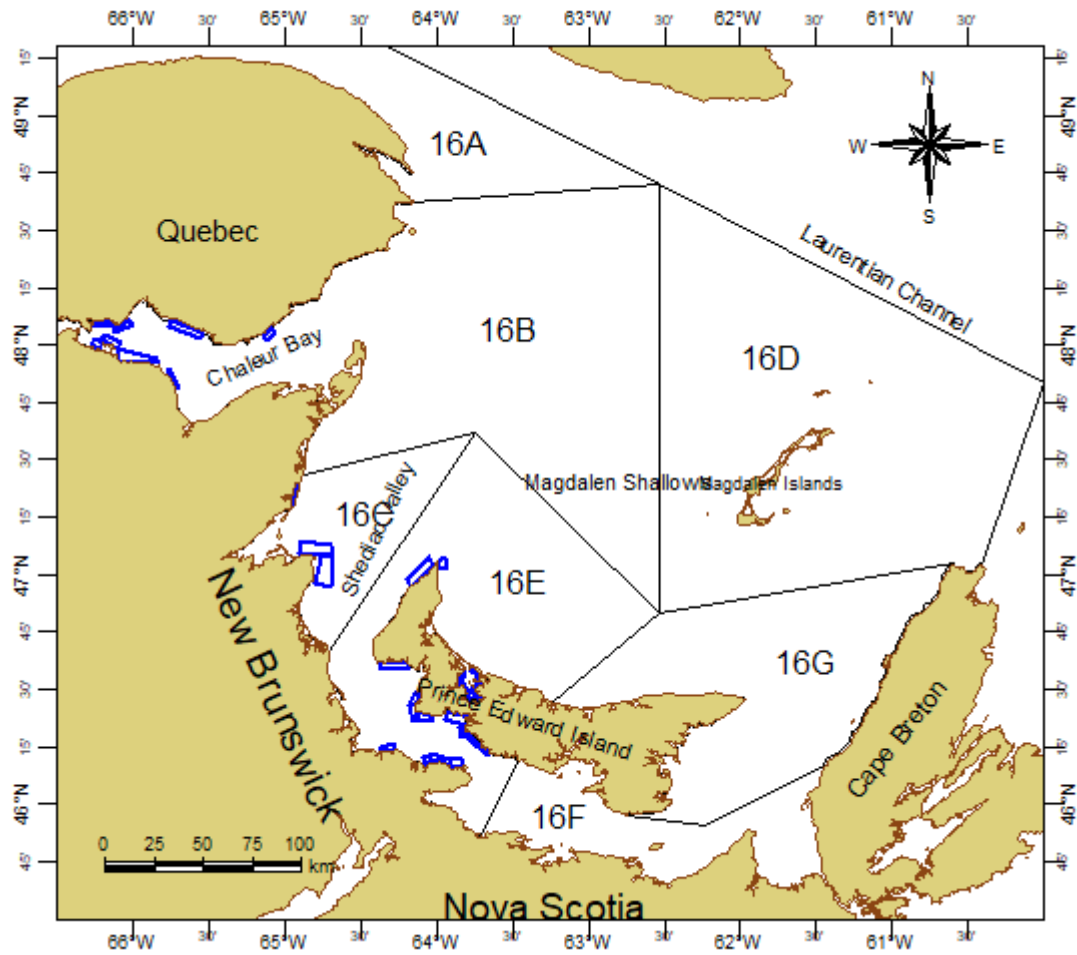


Figure 1. The strata of interest in the Gulf are shown in blue boxes.

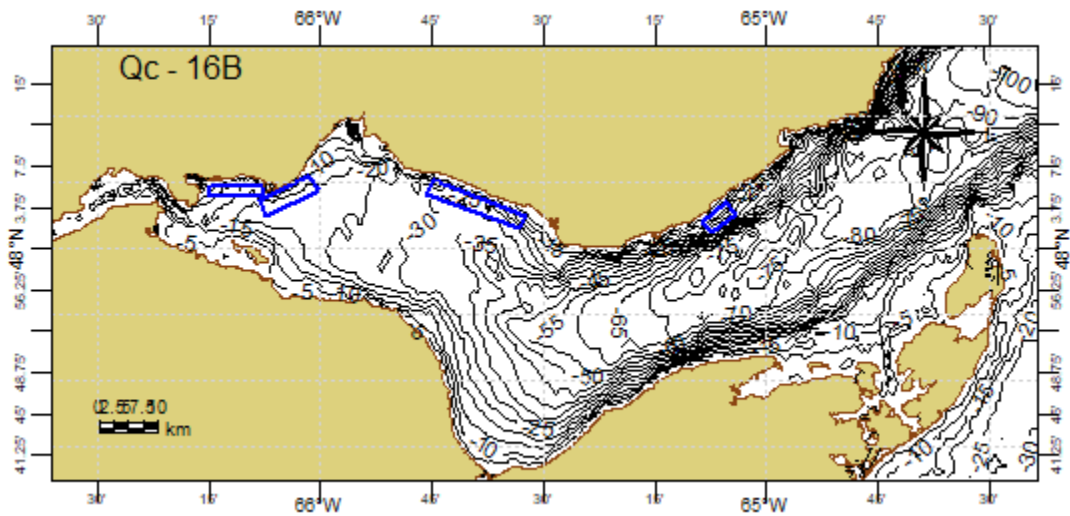




Figure 2. The four strata in region 1 are shown in blue boxes.

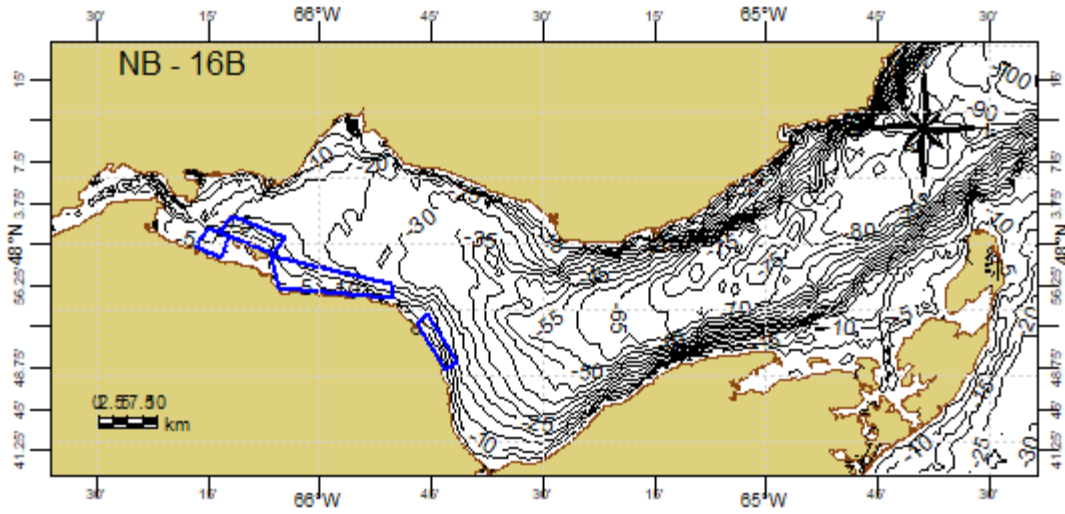


Figure 3. The four strata in region 2 are shown in blue boxes.

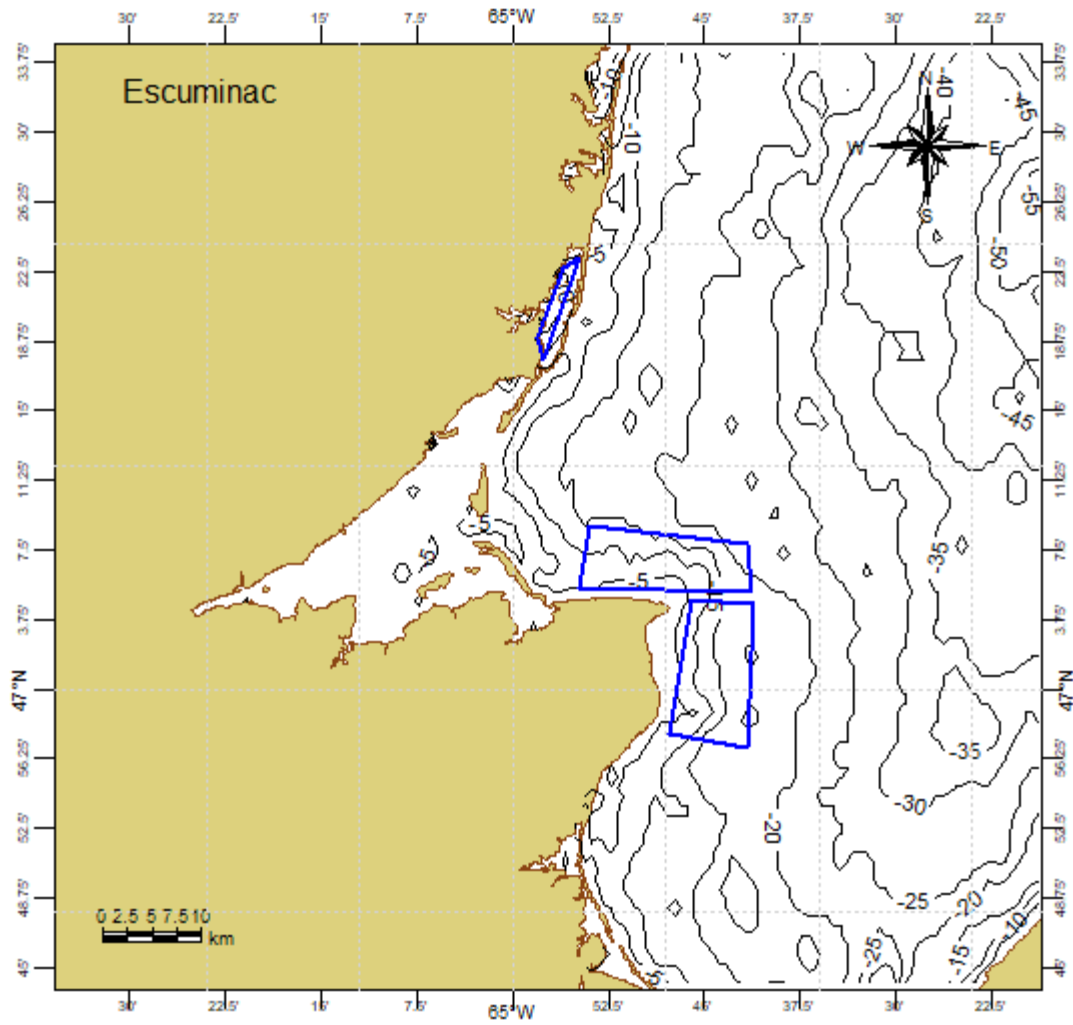


Figure 4. The four strata in region 3 are shown in blue boxes.

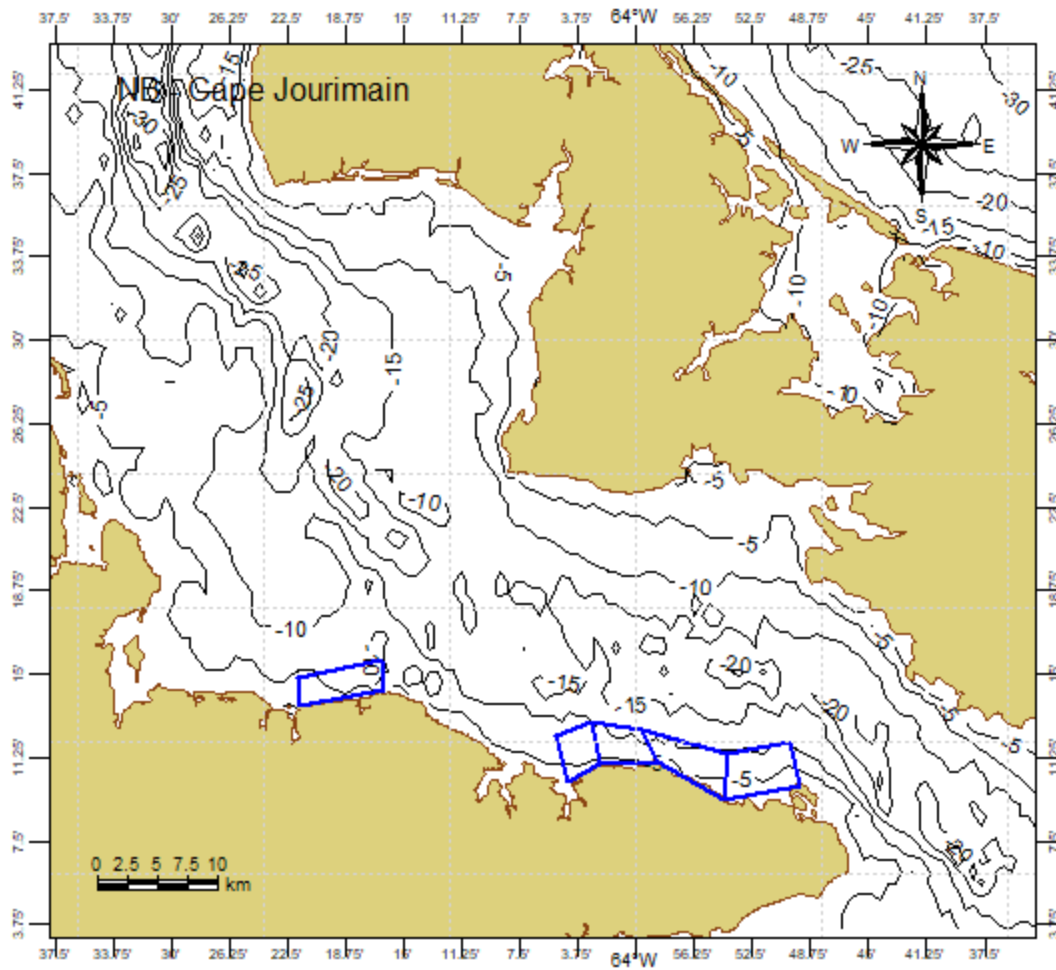


Figure 5. The four strata in region 4 are shown in blue boxes.



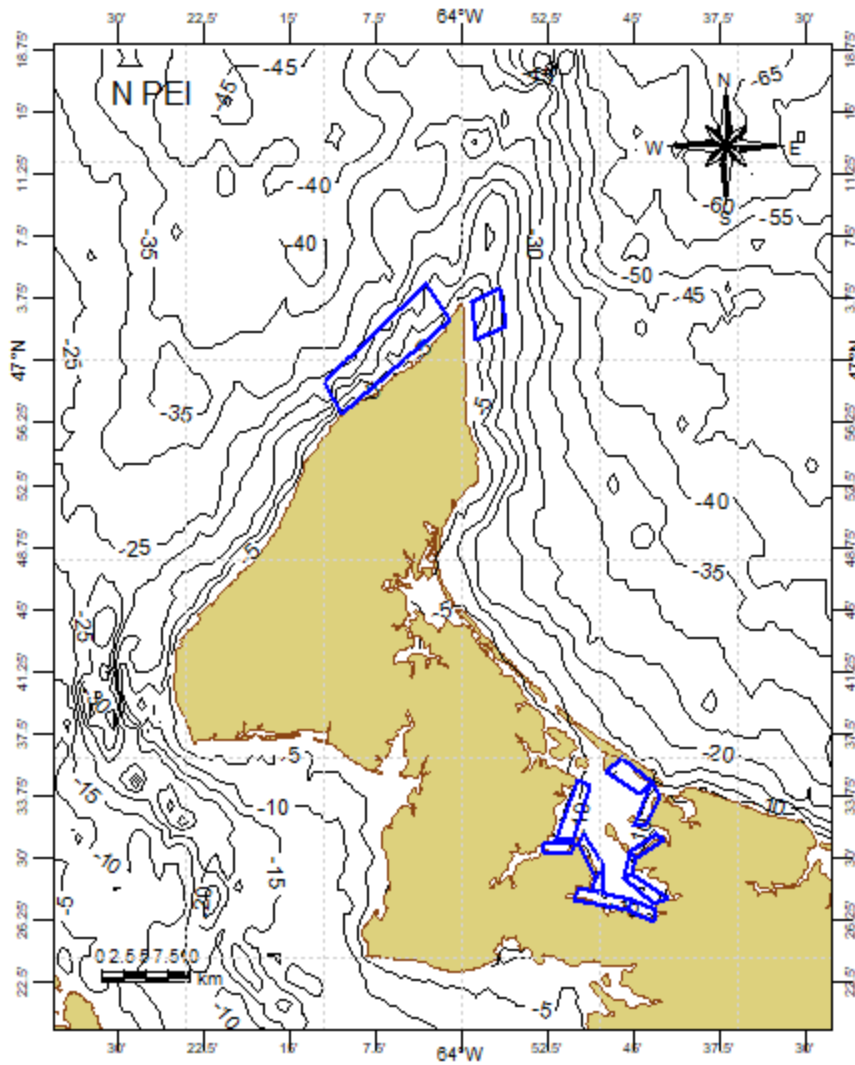


Figure 6. The four strata in region 5 are shown in blue boxes.

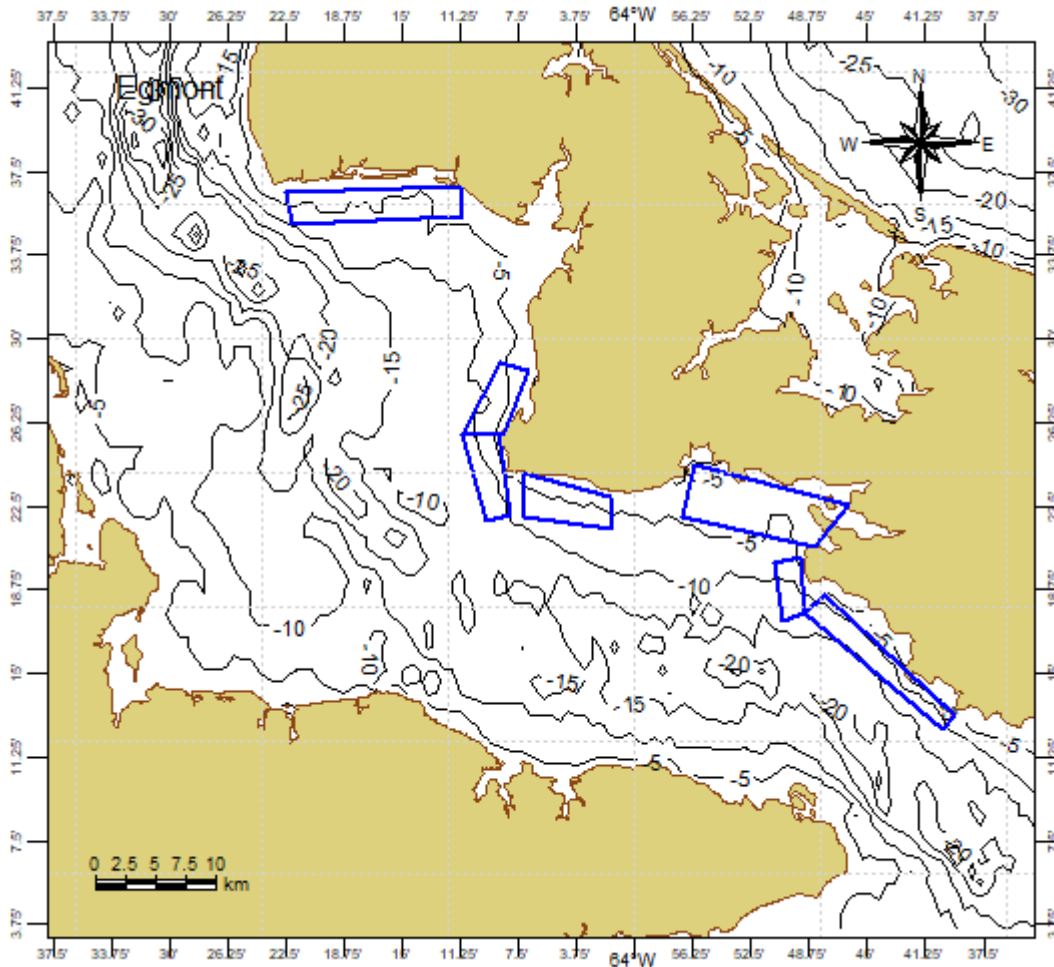


Figure 7. The four strata in region 6 are shown in blue boxes.

**Task 2:** Fisheries and Oceans Canada requires one boat and captain to provide the gillnet fishing boat and their services together with the crew, to fish an experimental variable mesh size gillnet in each region.

Region 1: One vessel in region 1 (16B), Chaleur Bay, North side will be responsible for fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 2: One vessel in region 2 (16B), Chaleur Bay, South side will be responsible for fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 3: One vessel in region 3 (16C), Escuminac will be responsible for completing the fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 4: One vessel in region 4 (16E), Cap-Pelé, Cape Jourmain, NB will be responsible fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 5: One vessel in region 5 (16E), PEI North side will be responsible for completing fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.



**Region 6:** One vessel in region 5 (16E), PEI South side will be responsible for completing fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) of the fishery.

These experimental nets will be fished a minimum of one night a week up to a maximum of two nights a week (up to 5 nights total over the fishing season) during and after the spring herring gillnet fishery in various locations of the southern Gulf of St-Lawrence, depending on weather, availability of fish and seasonal closures. DFO will make all final decisions as to the total number of net sets available per region based on all of these factors. Experimental nets must be set where a fisher would set their commercial fishing nets. Experimental nets will be left in place overnight following the same method fishers use for their commercial nets. The fisher will record the exact times the net was set and lifted in the provided logbook. This information will be used to assess the demographic composition of spring spawning herring in each fishing zone. Any changes from the outlined protocol will affect the abundance estimates; failure to place the net in the locations targeted by the commercial fishery will bias the abundance and leaving the nets longer than overnight could lead to fish loss in the nets which could again bias the abundance to lower estimates. The nets must be set as stand-alone nets and not attached to the fisher's commercial nets or attached to the boat as this could also lead to biased estimates.

The experimental gillnets will be provided by DFO. The contractor will coordinate sampling of the catch by mesh with DFO samplers once it is unloaded at the dock.

## **2.2 Specifications and Standards**

The following specifications and standards must be met and maintained throughout the contract period:

### **Task 1**

- The same vessels documented in bid package must be used for the entire project. No substitution of vessels will be allowed unless the contractor receives written approval from the Project Authority for the project;
- DFO will provide the installation and calibration of the acoustic survey equipment.
- The fishing association or fisher is responsible for having a boat specific side mounting bracket made to attach the side-mounting transducer provided by DFO. This bracket must be made after the equipment has been installed by DFO to ensure that the bracket fits with supplied equipment and is installed in the proper location. The bracket must be installed prior to conducting any acoustic surveys.
- Acoustic surveys will take place on spring spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the spring fishery in 2021. Surveys will either be completed a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or, b) in areas where neither spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys). The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the spring fishery.
- For each survey night, captains are required to complete the transects in each stratum. All transect in a stratum must be completed before moving on to the next stratum, and all stratum in a region should be completed within that night, if possible, or over a period of two nights in a row.
- Survey speeds must not exceed 8 knots on a transect (speed will be recorded by the scientific equipment).
- Acoustic data collected will be downloaded at the end of each survey by the association or DFO employees.
- It is very important that the vessels that are chosen for this project are dry, clean and have good and reliable source of electrical power. must not have a 120KHz sounder activated at the same time the science equipment will be used.



## **Task 2**

- This gillnet consists of 5 panels of a length of 3 meters each with: 1 ¾", 2", 2¼", 2½", 2⅝" mesh sizes placed at random along the net and will be provided by DFO.
- The temperature logger provided by and installed by DFO must remain on the experimental net during fishing of the nets.
- The experimental nets will ideally be fished at least one and up to two nights a week during the 2021 spring herring gillnet fishery up to 5 nights total during and after the fishing season.
- The nets will be fished as stand-alone nets and not attached to commercial fishing nets or to the boat.
- The nets will be placed in the same areas where fishermen would set their commercial nets.
- The nets will be left to fish overnight, for the same duration as commercial nets are set.
- The catch from each mesh size will be kept in separate pans by the captain and crew.
- The captain will fill out a logbook with the estimated catch per mesh size and the geographic location where they fished the experimental net as well as exact times the net was set and lifted. Weight is reported in kilograms, and should be based on the weight measured at the wharf, or otherwise based on the fisher's best estimate.
- The captain will call the wharf sampler on the evening that the experimental nets are fished to inform them that samples will need to be taken on the wharf.
- Fishers identified by the bidder as participants in the event of a successful bid must be holders of a valid herring gillnet license and must have experience in the herring fishery.
- A special fishing license and net tag will be issued to each fishing Captain hired to fish the experimental variable mesh size gillnet.

### **2.3 Change Management Procedures**

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 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.

## **3.0 Other Terms and Conditions of the Statement of work (SOW)**

### **3.1 Payment**

Contractors will be paid on the basis of surveys completed that meet the requirements of the scientific protocols. Any surveys done outside of the scientific requirements (as to location, time, amount of gear, etc.) will not be considered valid, and no compensation will be paid (Note: This will be strictly enforced). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

The contractor will be paid at the end of the season after returning the equipment to DFO and after submitting an invoice to DFO. The contractor must provide the dates and number of nights the experimental net was fished and acoustic surveys were conducted. The captain must also provide his duly completed logbook. Invoice and logbook information will be verified by project authority before payment is authorised.

DFO may also exercise an option for the subsequent two years for both tasks 1 and 2; however, the location of strata in a region may change from those outlined in the Statement of Work.



### **3.2 DFO Support**

The DFO will be responsible for the following in support of the contract:

- Provision of the protocol to ensure consistency in data collection.
- Provision of echosounder and computer workstations.
- The downloading of the data will be done by DFO employees or Fisheries Association representative depending on regional agreements.
- Provision of a limited range of scientific equipment to ensure consistency in data collection including the 5 panels of multi-mesh gillnets 1 ¾", 2", 2¼", 2½", 2⅝", the 5 separate pans labelled by the mesh size, and a standard catch and location logbook.
- A special fishing license and net tag will be issued to each fishing Captain hired to fish the experimental variable mesh size gillnet.
- The sampling of each pan by mesh size when boat arrives at the wharf.

### **3.3 Contractor's Obligations**

The contractor will be responsible for the following in support of the contract: See section 2.0

### **3.4 Deliverables**

The following deliverables must be met in relation to this project:

**Task 1:** All data collected through the acoustic surveys.

**Task 2:**

- 1) All data recorded in logbook on estimated catch per variable mesh panel and position of fishing.
- 2) Samples of herring by mesh size to be kept in different clearly identified fish crates.
- 3) Each sample will be measured and a subsample kept by an experienced sampler (arranged by DFO) at the arrival of the vessel at the wharf.



### 3.5 Location of Work, Work site and Delivery Point

#### Task 1:

##### **Region 1) 16B – Chaleur Bay, North side**

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	48.079263	-66.246924
	48.095417	-66.247860
	48.095552	-66.133107
	48.079633	-66.127018
<b>2</b>	48.050328	-66.121066
	48.073857	-66.137833
	48.109242	-66.028426
	48.089209	-65.999922
<b>3</b>	48.082711	-65.763511
	48.102999	-65.747921
	48.049692	-65.539308
	48.030738	-65.553921
<b>4</b>	48.023308	-65.122035
	48.040301	-65.143687
	48.069529	-65.092348
	48.052401	-65.070848

##### **Region 2) 16B – Chaleur Bay, South side**

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	47.981768	-66.111303
	47.932621	-66.091591
	47.918741	-65.834962
	47.939938	-65.838550
<b>2</b>	47.893195	-65.760056
	47.880036	-65.784145
	47.810299	-65.717535
	47.822249	-65.693994
<b>3</b>	48.042016	-66.193378
	48.025137	-66.215203
	47.986051	-66.106162
	48.009524	-66.080242
<b>4</b>	48.023987	-66.248537
	47.998205	-66.281125
	47.980565	-66.222660
	48.011871	-66.202881

##### **Region 3) 16C – Escuminac**

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	47.146303	-64.899765



	47.091319	-64.911792
	47.086720	-64.688004
	47.130083	-64.694289
<b>2</b>	47.077415	-64.684879
	47.080453	-64.767346
	46.960354	-64.795755
	46.946566	-64.694151
<b>3</b>	47.387080	-64.911582
	47.379088	-64.934234
	47.314707	-64.966862
	47.294651	-64.958767

**Region 4) 16E – Cap-Pelé, Cape Jourimain**

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	46.247210	-64.365454
	46.225638	-64.363081
	46.237696	-64.271547
	46.260977	-64.273294
<b>2</b>	46.203592	-64.087312
	46.168562	-64.073765
	46.182582	-64.040055
	46.213640	-64.047378
<b>3</b>	46.213640	-64.047378
	46.182582	-64.040055
	46.184236	-63.977442
	46.208679	-63.992553
<b>4</b>	46.208679	-63.992553
	46.184236	-63.977442
	46.156369	-63.906076
	46.191183	-63.902149
<b>5</b>	46.191183	-63.902149
	46.156369	-63.906076
	46.166735	-63.824516
	46.199454	-63.834960

**Region 5) 16E – PEI, North side**

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	46.977989	-64.198411
	46.945921	-64.173640
	47.040291	-64.017869
	47.077048	-64.050430
<b>2</b>	47.073825	-63.943008
	47.058482	-63.985006
	47.021418	-63.979943
	47.035940	-63.934208



<b>3</b>	46.572120	-63.813110
	46.578138	-63.832156
	46.518354	-63.862840
	46.519328	-63.836934
<b>4</b>	46.513949	-63.880988
	46.505703	-63.880542
	46.503584	-63.841758
	46.513989	-63.833426
<b>5</b>	46.524095	-63.822389
	46.514366	-63.831305
	46.480948	-63.804718
	46.491577	-63.792287
<b>6</b>	46.491577	-63.792287
	46.480948	-63.804718
	46.468585	-63.810705
	46.465888	-63.795977
<b>7</b>	46.470888	-63.828961
	46.458460	-63.835385
	46.447528	-63.759873
	46.457668	-63.753836
<b>8</b>	46.457668	-63.753836
	46.447528	-63.759873
	46.435694	-63.721042
	46.446946	-63.717257
<b>9</b>	46.453877	-63.721902
	46.459102	-63.700424
	46.484497	-63.751789
	46.479240	-63.763237
<b>10</b>	46.479240	-63.763237
	46.484497	-63.751789
	46.499828	-63.746571
	46.506237	-63.756407
<b>11</b>	46.506237	-63.756407
	46.499828	-63.746571
	46.518882	-63.707456
	46.523702	-63.717806
<b>12</b>	46.531839	-63.749525
	46.532558	-63.733616
	46.562606	-63.711369
	46.575680	-63.723791
<b>13</b>	46.563559	-63.739689
	46.575680	-63.723791
	46.600459	-63.767138
	46.586203	-63.790419

### Region 6) 16E – PEI, South side

The number of transects and coordinates for the transects will be provided upon contract award. Coordinates for the boundaries of each strata are as follows:

Stratum	Latitude	Longitude
<b>1</b>	46.428769	- 64.184931
	46.429500	-64.146067






---

	46.368089	-64.133095
	46.363787	-64.158835
<b>2</b>	46.400408	-64.121709
	46.366942	-64.119710
	46.358269	-64.024030
	46.382164	-64.025912
<b>3</b>	46.333114	-63.848861
	46.336731	-63.821335
	46.295608	-63.816857
	46.289171	-63.841522
<b>4</b>	46.295608	-63.816857
	46.308464	-63.796487
	46.218618	-63.655431
	46.207575	-63.669110
<b>5</b>	46.428769	-64.184931
	46.429514	-64.141194
	46.476998	-64.114398
	46.481825	-64.145276
<b>6</b>	46.366781	-63.948615
	46.405875	-63.936436
	46.375460	-63.769725
	46.345277	-63.807064
<b>7</b>	46.586154	-64.368974
	46.609918	-64.374178
	46.614459	-64.188634
	46.591982	-64.185346

---

Acoustic data collection not consistent with the scientific protocols will contravene the conditions of the contract and may result in termination of the contract.

**Task 2:** Experimental netting will take place in each of the above-defined regions (1 to 6).

### 3.6 Language of Work

The language of work shall be English or French.

### 3.7 Insurance Requirements

The Contractor must ensure they maintain adequate insurance during all project work.

## 4.0 Project Schedule

### 4.1 Expected Start and Completion Dates

Earliest expected starting date is April 1 and latest completion date July 31, 2021, depending on area and length of fishing season.



---

### Instructions to Bidders on Completing Annex "B"

(Instructions will be removed at Contract Award)

The Contractor will be paid in accordance with the following basis of Payment for all professional services, including all associated costs necessary to carry out the required work in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

The contractor will be paid according to unit of work completed. The work unit is a complete transect.

**Task 1:** Bidders must bid a price to complete each transect in a region. Each strata will contain one or more transects. This cost must be an all-inclusive cost to include the use of the fishing boat (fuel, etc.) and the work of the captain and any other crew during the time required to complete the surveys, as well as other costs such as insurance, etc. Upon contract award, the number of transects to be surveyed will be determined, based on the price bid per transect, as well as the amount of work that can be completed in one to two nights, each of 12 hours maximum.

Acoustic surveys will take place on spring spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the spring fishery in 2021. Surveys will either be completed a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or, b) in areas where neither spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys). The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the spring fishery.

Bidders must bid a price to complete each transect in a region. Each strata will contain one or more transects. This cost must include the use of the fishing boat (fuel, etc.) and the work of the captain and any other crew during the time required to complete the surveys, as well as other costs such as insurance, etc. Upon contract award, the number of transects to be surveyed will be determined, based on the price bid per transect, the amount of work that can be completed in one to two nights, each of 12 hours maximum, and a minimum number of transects to ensure the project is scientifically valuable. DFO may also exercise an option for the subsequent two years; however, the number and location of strata in a region may change from those outlined in the statement of work. The number of transects awarded in the contract may also change year to year.

**Please only bid in the region of interest. Up to 6 contracts may be awarded, one per region, including both task 1 (acoustic surveys) and task 2 (experimental netting). Bidders must bid on both task 1 and task 2 in a region. Fill in tables below for region you are submitting a bid. Bidders may submit a bid for multiple regions.**

**Task 2:** A maximum price of \$600 per night up to a maximum of \$3000 (5 nights) for each region (1-6) is available for task 2, depending on the number of nights of fishing the experimental net. This includes the hire of the fishing vessel (fuel, etc.), captain and crew for the extra hours of work needed during or after their regular fishing hours to collect and sort these samples.

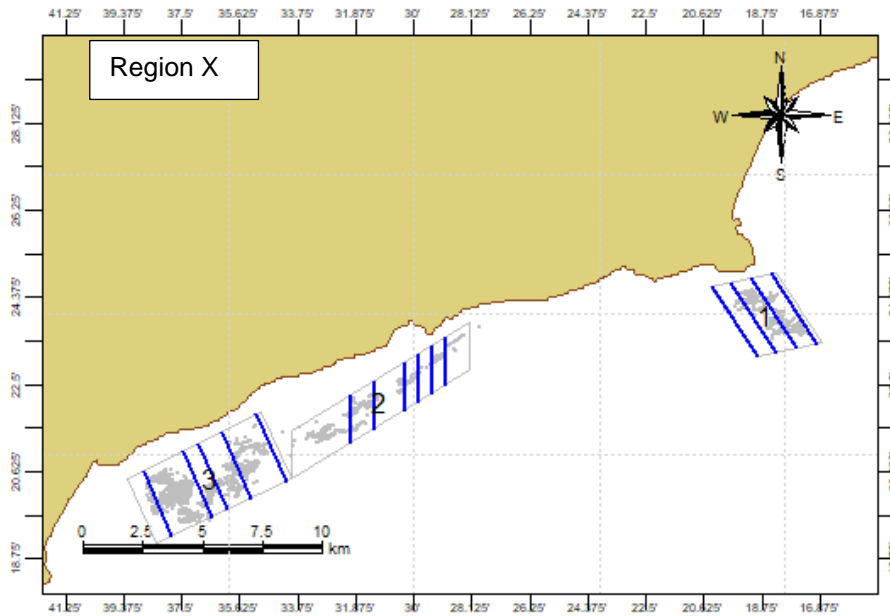


Contractors will be paid on the basis of surveys completed that meet the requirements of the scientific protocols. Any surveys done outside of the scientific requirements (as to location, time, amount of gear, etc.) will not be considered valid, and no compensation will be paid (Note: This will be strictly enforced). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

The contractor will be paid at the end of the season after returning the equipment to DFO and after submitting an invoice to DFO. The contractor must provide the dates and number of nights the experimental net was fished and acoustic surveys were conducted. The captain must also provide his duly completed logbook. Invoice and logbook information will be verified by project authority before payment is authorised.

**Task 1** – example.

This figure shows an example of strata (grey boxes) and transects (blue lines) from the fall herring acoustics and netting project. Transects have been randomly generated in fall within each strata, ensuring that transects are appropriately spaced from each other, and that there are enough transects within a strata to provide scientifically valuable information. Transects are perpendicular to shore.



For spring work, the boundaries of the strata in each region have been provided. A price per transect has been requested, so we can determine the total number of transects that can be completed in each strata to ensure data collected will be scientifically valuable.



**ANNEX "B" Basis of Payment**

**Firm Year - Contract Award to March 31, 2022.**

**Task 1:**

**Budget for acoustic surveys up to a maximum of 5 surveys\***

<b>Deliverable</b>	<b>Description</b>	<b>Up-to Quantity (number of stratum)</b>	<b>Unit</b>	<b>Total all inclusive price (exclusive of HST):</b>
All inclusive rate to provide deliverables associated to Task 1 as set out in Annex "A" Statement of Work	Region 1 Number of stratum (4 strata * 5 surveys)	20*	Each transect	\$ _____
	Region 2 Number of stratum (4 strata * 5 surveys)	20*	Each transect	\$ _____
	Region 3 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 4 Number of stratum (5 strata * 5 surveys)	25*	Each transect	\$ _____
	Region 5 Number of stratum (13 strata * 5 surveys)	65*	Each transect	\$ _____
	Region 6 Number of stratum (7 strata * 5 surveys)	35*	Each transect	\$ _____

**\*The number of surveys is dependent upon weekend closures in the spring fishery; this will be determined at the time of contract award.**

**Task 2:**

<b>Deliverable</b>	<b>Description</b>	<b>Up-to Quantity</b>	<b>Unit</b>	<b>Total all inclusive price per net set (exclusive of HST):</b>	<b>Total Price for 5 net sets total (Exclusive of HST):</b>
All inclusive rate to provide deliverables associated to Task 2 as set out in Annex "A"	Region 1 Per Night	5	Net set	\$ _____	\$ _____
	Region 2 Per night	5	Net set	\$ _____	\$ _____



Statement of Work	Region 3 Per night	5	Net set	\$ _____	\$ _____
	Region 4 Per night	5	Net set	\$ _____	\$ _____
	Region 5 Per night	5	Net set	\$ _____	\$ _____
	Region 6 Per night	5	Net set	\$ _____	\$ _____

**Option Year 1 – April 1, 2022 to March 31, 2023**

**Task 1:**

Deliverable	Description	Up-to Quantity (number of stratum)	Unit	Total all inclusive price (exclusive of HST):
All inclusive rate to provide deliverables associated to Task 1 as set out in Annex "A" Statement of Work	Region 1 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 2 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 3 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 4 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 5 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 6 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____

**\*The number of surveys is dependent upon weekend closures in the spring fishery; this will be determined at the time of contract award.**



**Task 2:**

<b>Deliverable</b>	<b>Description</b>	<b>Up-to Quantity</b>	<b>Unit</b>	<b>Total all inclusive price per net set (exclusive of HST):</b>	<b>Total Price for 5 net sets total (Exclusive of HST):</b>
All inclusive rate to provide deliverables associated to Task 2 as set out in Annex "A" Statement of Work	Region 1 Per Night	5	Net set	\$ _____	\$ _____
	Region 2 Per night	5	Net set	\$ _____	\$ _____
	Region 3 Per night	5	Net set	\$ _____	\$ _____
	Region 4 Per night	5	Net set	\$ _____	\$ _____
	Region 5 Per night	5	Net set	\$ _____	\$ _____
	Region 6 Per night	5	Net set	\$ _____	\$ _____

**Option Year 2 – April 1, 2023 to March 31, 2024**

**Task 1:**

<b>Deliverable</b>	<b>Description</b>	<b>Up-to Quantity (number of stratum)</b>	<b>Unit</b>	<b>Total all inclusive price (exclusive of HST):</b>
All inclusive rate to provide deliverables associated to Task 1 as set out in Annex "A" Statement of Work	Region 1 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 2 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 3 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____



	Region 4 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 5 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____
	Region 6 Number of stratum (3 strata * 5 surveys)	15*	Each transect	\$ _____

**\*The number of surveys is dependent upon weekend closures in the spring fishery; this will be determined at the time of contract award.**

**Task 2:**

Deliverable	Description	Up-to Quantity	Unit	Total all inclusive price per net set (exclusive of HST):	Total Price for 5 net sets total (Exclusive of HST):
All inclusive rate to provide deliverables associated to Task 2 as set out in Annex "A" Statement of Work	Region 1 Per Night	5	Net set	\$ _____	\$ _____
	Region 2 Per night	5	Net set	\$ _____	\$ _____
	Region 3 Per night	5	Net set	\$ _____	\$ _____
	Region 4 Per night	5	Net set	\$ _____	\$ _____
	Region 5 Per night	5	Net set	\$ _____	\$ _____
	Region 6 Per night	5	Net set	\$ _____	\$ _____



---

## ANNEX "C" – INSURANCE CONDITIONS

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

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

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





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

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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



---

## ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.



10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



---

### ANNEX "E" EVALUATION CRITERIA

#### MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory and rated 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.

Item	Mandatory Criteria	Cross reference page # in the proposal
<b>M1</b>	The proposed captains must be holders of a valid commercial herring fishing license for herring fishing region 16B, 16C, or 16E. A copy of the license must be submitted with bid submission.	
<b>M2</b>	The Bidder must provide proof of insurance for participating captains and vessels. This must be submitted with bid submission.	
<b>M3</b>	The proposed captains must have a minimum of 3 full fishing seasons of previous experience in the commercial herring fishery. For each experience cited as proof, the following must be included: Dates (month and year) Area Work Duties	
<b>M4</b>	The Bidder must provide the name of the vessel(s), CFV(s) and the name of the captain(s) who will be operating the vessel for each region the Bidder is submitting a proposal.	
<b>M5</b>	The Bidder's vessels for acoustics must be dry, clean and have good and reliable source of electrical power.  Pictures of the vessel(s) must be submitted with bid submission.	



**RATED CRITERIA**

<b>Item</b>	<b>Point-Rated Evaluation Criteria</b>	<b>Points</b>	<b>Submission page</b>
R1	The Bidder identifies if participating captains have previous experience participating in herring acoustics and/or herring experimental gillnetting surveys for DFO.	Acoustics: 2 points awarded for each year captain in region identified in bid has participated in herring acoustic surveys for DFO.  Gillnetting: 2 points awarded for each year captain in region identified in bid has participated in herring experimental gillnetting for DFO.	