



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

Bid Receiving/Réception des soumissions

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre
à Sa Majesté la Reine du chef du
Canada, aux conditions énoncées ou
incluses par référence dans la présente
et aux appendices ci-jointes, les biens
et les services énumérés ici sur toute
feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Pacific Herring Survey		Date January 7, 2021
Solicitation No. / N° de l'invitation 30001828		
Client Reference No. / No. de référence du client(e) 30001828		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : January 24, 2021		
F.O.B. / F.A.B. Destination	Taxes 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 : Michael Peters Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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 or by telephone.

1.4 Trade Agreements

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) 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 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 British Columbia.

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



2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

Important Note:

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D.

4.1.1.2 Point Rated Technical Criteria

Refer to Annex D.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget – A0036T (2007-05-25)

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 **32 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **65 points**.
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 divided by the 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.



8. Bid submissions must not exceed \$1,450,000.00 per Contract year.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 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 (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

*** For Evaluation Purposes the TOTAL (A x B) will be considered and the total of Firm Year + Option Year 1 will be used for financial evaluation.**

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.

* Refer to Annex B



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 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 majority 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.

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

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

Signature

Print Name of Signatory

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 titled 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.



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

Requirements

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

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

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

6.3.1 General Conditions

6.3.1.1 2010B (2021-12-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2021-12-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2021-12-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (Name of DFO Project Authority, **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates



-
- and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to November 30, 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 one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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: Michael Peters
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C2M6
Telephone: 506 429 2359
Facsimile: 506 452 3676
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 Technical Authority *(to be completed at contract award)*

The Technical Authority for the Contract is:

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

The Technical Authority named above 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 Technical Authority, however the Technical 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 completed at contract award)*

The Contact Information's of the person responsible for:

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

6.7.3 Methods of Payment

6.7.3.1 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:

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

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca
CC: AP Coder (*insert 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 British Columbia.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2021-12-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert at contract award*)

6.12 Insurance - Specific Requirements

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

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

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

6.13 Vessel Condition A9141C (2008-05-12)

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the Canada Shipping Act, S.C. 2001, c. 26.



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

Pacific Herring Survey off the British Columbia Coast

1.2 Contracting Period

Project work to take place between January and May of 2022 and January and May of 2023 (if option year 1 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 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.

1.5 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 in Annex G. 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, 2022 to April 5th, 2022 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. Stand-down days are days where weather is poor and incompatible with survey activities, or when timing of arrival of herring schools are delayed. 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).

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.

4 Strait of Georgia (SOG)

- a) One dive survey vessel to conduct dive spawn assessment for a 21-day period, as directed by the Fisheries Manager.
- b) One dive survey vessel to conduct dive spawn assessments for a 12-day period, as directed by the Fisheries Manager. Upon completing survey activities in the Strait of Georgia, this charter will move to the Central Coast (split charter).
- c) One seine test vessel to conduct biological sampling for a 27-day period in the Strait of Georgia, as directed by the Fisheries Manager.
- d) One vessel to sound and assess herring stocks, and provide management support to on-grounds fishery managers for up to a 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.

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)
- 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)



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- Shore-based dive survey vessels must supply three persons, of which 2 are CSA certified divers with valid Occupational Scuba tickets and one is a vessel operator. The dive vessel will be of sufficient size and seaworthiness to accommodate two divers, gear, and the vessel operator. The vessel will be on a trailer and capable of being towed into remote locations, and have a speed of no less than (20 Knots).
 - All vessels must conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing survey work and for the duration of all contract activities.
 - 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, SOG, WCVI)

- All seine charters vessel will 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.
- 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 contracted period.

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 (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 Support

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 2022” and “2022 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.



4.0 Project Schedule

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

Jan 2022 – 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, 2022 – 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.

Firm Year: Contract award through to November 30, 2022

Area	Activity	Approximate start date of survey	All-inclusive Fixed Rate Per Day (A)	Estimated # of Days (B)	Total (A x B)
Haida Gwaii	18-day dive charter	April 6, 2022	\$	18	
Haida Gwaii	19-day spawn reconnaissance charter in HG	April 1, 2022	\$	19	
Haida Gwaii (HG and 2W)	25-day seine test charter	March 9, 2022	\$	25	
Area 2W	6-day surface spawn charter in Area 2W	April 1, 2022	\$	6	
Prince Rupert	20-day dive charter	March 27, 2022	\$	20	
Prince Rupert (Big Bay)	13-day seine test charter	March 15, 2022	\$	13	
Prince Rupert (Kitkatla)	13-day seine test charter	March 15, 2022	\$	13	
Central Coast	21-day dive charter	April 8, 2022	\$	21	
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	March 13, 2022	\$	24	
		April 5, 2022			
Strait of Georgia	21-day dive charter	March 5, 2022	\$	21	
Strait of Georgia	27-day seine test charter	February 20, 2022	\$	27	
Strait of Georgia	15-day sounding charter	February 25, 2022	\$	15	
WCVI	15-day dive charter	March 5, 2022	\$	15	
WCVI	20-day seine test charter	February 20, 2022	\$	20	
WCVI/ SOG/ Area 27	15-day shore based dive charter	February 20, 2022	\$	15	
				TOTAL	\$



Note: DFO may choose not to action all survey charters in 2022. The activation of survey charters will be confirmed by February 1, 2022-

Option Year 1: December 1, 2022 – November 30, 2023

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, 2023	\$	18	
Haida Gwaii	19-day spawn reconnaissance charter in HG	April 1, 2023	\$	19	
Haida Gwaii (HG and 2W)	25-day seine test charter	March 9, 2023	\$	25	
Area 2W	6-day surface spawn charter in Area 2W	April 1, 2023	\$	6	
Prince Rupert	20-day dive charter	March 27, 2023	\$	20	
Prince Rupert (Big Bay)	13-day seine test charter	March 15, 2023	\$	13	
Prince Rupert (Kitkatla)	13-day seine test charter	March 15, 2023	\$	13	
Central Coast	21-day dive charter	April 8, 2023	\$	21	
Strait of Georgia/ Central Coast	24-day dive charter (12 days SOG, 12 days CC)	March 13, 2023	\$	24	
		April 5, 2023			
Strait of Georgia	21-day dive charter	March 5, 2023	\$	21	
Strait of Georgia	27-day seine test charter	February 20, 2023	\$	27	
Strait of Georgia	15-day sounding charter	February 25, 2023	\$	15	
WCVI	15-day dive charter	March 5, 2023	\$	15	
WCVI	20-day seine test charter	February 20, 2023	\$	20	
WCVI/ SOG/ Area 27	15-day shore based dive charter	February 20, 2023	\$	15	
				TOTAL	\$

Note: DFO may choose not to action all survey charters in 2023. The activation of survey charters will be confirmed by February 1, 2023.



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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's



insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX “D”
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 Bidder 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.

Mandatory and Rated Criteria

For the Bidder’s examples and for each of the proposed resources, project experience is to be used to demonstrate compliancy and must include the following information:

- The client organization;
- The dates/duration of the project (**month and year**);
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

Mandatory Criteria:

No.	Mandatory Criteria	Proposal Page No.
M1	The Bidder’s proposal must identify a proposed resource as a Project Manager who has experience in one or more of the following areas: -experience working with or participating in herring survey programs in British Columbia (min. 2 herring seasons); -experience working with or participating in other fish or fisheries (non-herring) survey programs in British Columbia (min. 2 seasons or 6-months); -other project management experience in fisheries (min. 2 seasons or 6-months).	
M2	The Bidder must demonstrate, using project descriptions (5 bullets listed above), a minimum of 3 herring seasons 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	The Bidder must describe in detail all vessel resources available to complete survey activities in each area. The Bidder must 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 E 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	The Bidder must include in their bid valid copies of CSA Occupational Scuba Certification for all proposed lead divers.	

RATED REQUIREMENTS:

Rated	Rated Requirement	Scoring	Available Score	Proposal Page number
R1	The Bidder demonstrates, using project descriptions, that each of the 7 dive charters has a dive supervisor with direct experience working on herring spawn surveys. (35 points available)	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)	/35	
R2	The Bidder demonstrates, using project descriptions, that each of the 6 seine charters has a skipper with experience skippering herring seine vessels (30 points available)	Each skipper proposed (6 in total) is rated by the following: 5 or more herring seasons (5 points) 3 – 4 herring seasons (3 points)	/30	
Total Score			/65	

Total points: 65 points max (32 points minimum)



ANNEX "E"
VESSEL TEMPLATES FOR ALL SURVEY ACTIVITIES

SPAWN RECONNIASSANCE VESSEL – HG (2E only)		
Applied for Location: HG (2E only)		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
<u>Requirements: vessel</u>	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 (only)</u>		
Applied for Location: HG 2W (only)		
Vessel Name: _____		VRN: _____
Skipper: _____		Years of Survey Experience: _____
<u>Requirements: vessel</u>	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>DIVE CHARTER: include this table 4x (HG, PRD, CC, SOG)</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 (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		



<u>DIVE CHARTER – WCVI only</u>		
Applied for Location: WCVI		
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 – SHOREBASED		
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"		



SEINE TEST VESSEL – include this table 5x (HG (2E+2W), PRD, CC, SOG, WCVI)		
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).		



SOUNDING and SUPPORT VESSEL – SOG only		
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		
Communication equipment suitable for area of work (satellite phone, Global star preferred, VHF, cellphone)		
Onboard operational equipment (ie. Radar, sounders, etc).		



ANNEX "F"
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 permanent full-time and/or permanent part-time employees.

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)