



**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 Acoustics and netting of local spawning beds for spring herring		Date February 21, 2022
Solicitation No. / N° de l'invitation 30002000		
Client Reference No. / No. de référence du client(e) 30002000		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : March 8, 2022		
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 : Kimberly Walker 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) and Canada-Korea Free Trade Agreement (CKFTA),.



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>) 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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Prince Edward Island.

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 Combined Rating of Technical Merit and Price - [A0027T \(2012-07-16\)](#)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;

The rating is performed on a scale of **80 points**

2. Bids not meeting (a) or (b) 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.



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



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 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.

5.1.3 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.

5.1.4 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.

5.1.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____



E-mail: _____

5.1.6 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:

5.1.7 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.

5.1.8 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

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



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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

6.3.1.1 [2010B 2020-05-28](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of [2010B 2020-05-28](#), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 [2020-05-28](#), 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 (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;



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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract award to February 28, 2023 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: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority

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



Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative (name to be provided at contract award)

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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



6.7.2 Limitation of Expenditure

SACC Manual clause [C6001C \(2017-08-17\)](#) Limitation of Expenditure

6.7.3 Methods of Payment 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):

- 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
AP Coder: (name to be provided 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 Prince Edward Island.

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](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Marine liability insurance;
- (f) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]: “, as clarified on _____ *or*, as amended on _____ *and insert date(s) of clarification(s) or amendment(s)*”

6.12 Insurance - Specific Requirements

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

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

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

6.13 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.14 Dispute Resolution

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

6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:



a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX “A” STATEMENT OF WORK

1.0 Scope

1.1 Title

Acoustics and netting of local spawning beds for spring herring:

1.2 Contracting Period

Contract award through to February 28, 2023, (approximately 12 Months) with options to renew for 1 additional 1 year period at the sole discretion of Fisheries and Oceans Canada (DFO).

The Project work will take place between March 31st and date July 31 of each year. Exact dates will be determined by the DFO scientist in-charge.

1.3 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 (or an alternate net of DFO choice to be determined at contract award) will also be equipped with a temperature logger to collect environmental information about conditions on the spawning areas.

Vessel required to conduct acoustic and netting surveys. DFO will provide guidance and manage the project.

The work of this project is divided into three regions with 3 tasks in each region, as follows:

Region 5) 16E – PEI, North side – Tignish

Region 6) 16E – PEI, North side – Malpeque Bay

Region 7) 16E – PEI, South side

Task 1: One licensed herring fishing vessel in each of regions 5 to 7 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 5 to 7 will set a stand-alone multi-mesh gillnet (or an alternate net of DFO choice to be determined at contract award) to determine the size composition of the herring schools and to obtain indices of age-classes entering the population.

Task 3: One licensed herring fishing vessel in each of regions 5 to 7 will set a small stand-alone multi-mesh benthic gillnet (or an alternate net of DFO choice to be determined at contract award) on the night of acoustic surveys to verify the presence of herring, if fish are observed on the echosounder.

1.4 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. Short net sets in regions where fish are observed via the acoustic will confirm the presence of herring. The second will be based on multi-mesh experimental nets (or an alternate net of DFO choice to be determined at contract award), 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.

1.5 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 vessel, captain and crew in each of the three regions to conduct acoustic surveys, as follows:

Region 5: One vessel in region 5 (16E), PEI North side – Tignish will be responsible for completing the transects perpendicular to shore in the two strata (Figure 2). The areas of these strata are approximately: 69 km² and 17 km², for an approximate total of 86 km².

Region 6: One vessel in region 6 (16E), PEI North side – Malpeque Bay will be responsible for completing the transects perpendicular to shore in the eleven strata (Figure 3). The areas of these strata are approximately 12 km², 4 km², 6 km², 2 km², 8 km², 4 km², 6 km², 2 km², 4 km², 6 km², and 10 km², for an approximate total of 64 km².

Region 7: One vessel in region 7 (16E), PEI South side will be responsible for completing the transects perpendicular to shore in the seven strata (Figure 4). The areas of these strata are approximately: 18 km², 27 km², 13 km², 32 km², 17 km², 53 km² and 33 km², for an approximate total of 193 km².

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 2022. 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 contractor or by DFO employees.

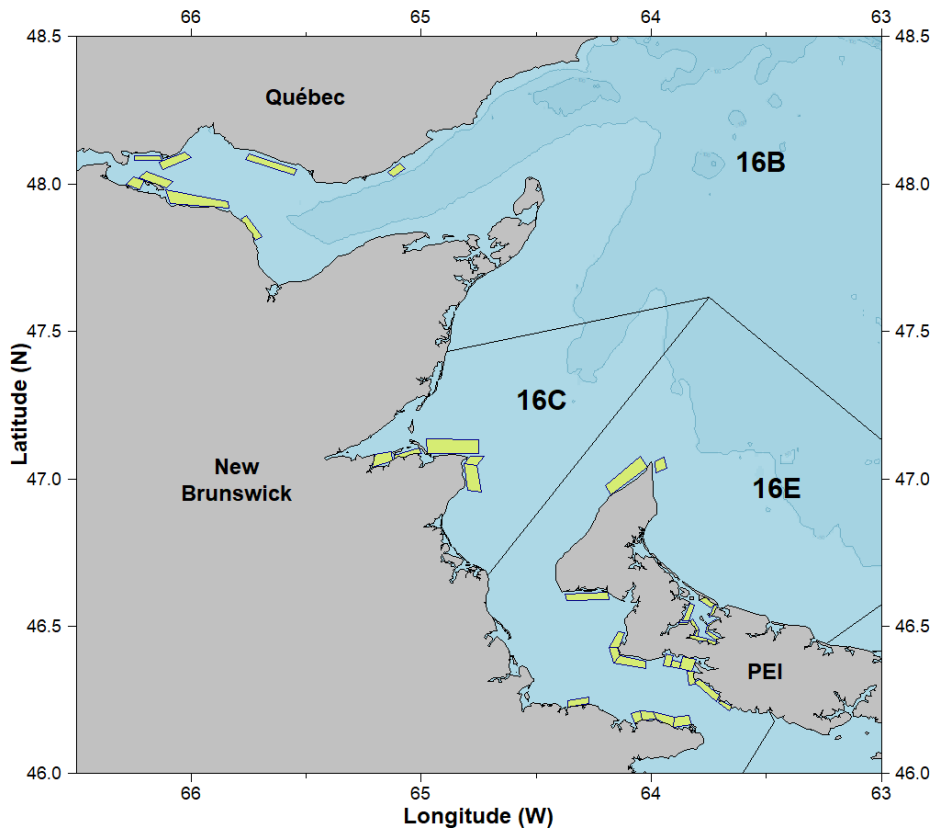


Figure 1. All strata of interest in the Gulf are shown in yellow boxes.

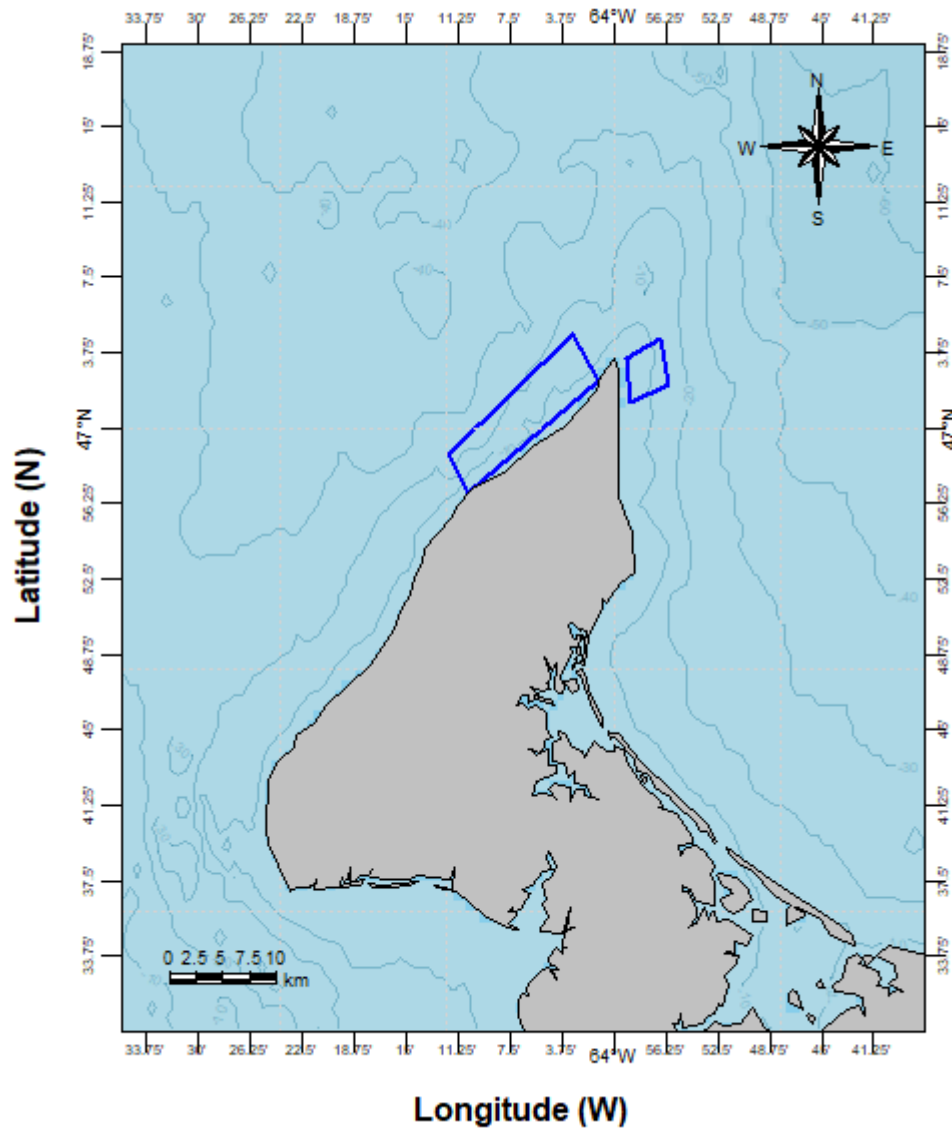


Figure 2. The two strata in region 5 are shown in blue boxes.

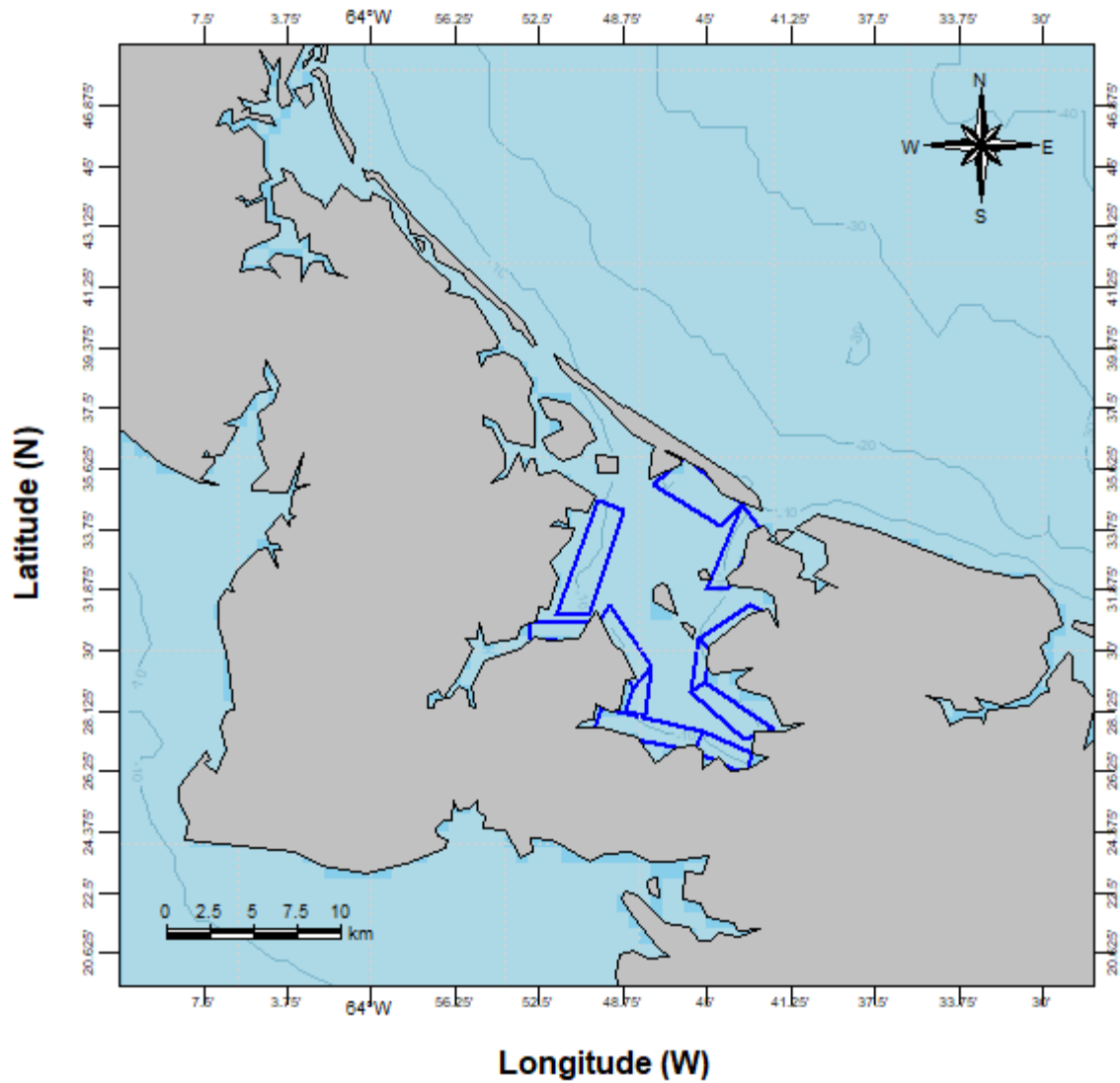


Figure 3. The 11 strata in region 6 are shown in blue boxes.

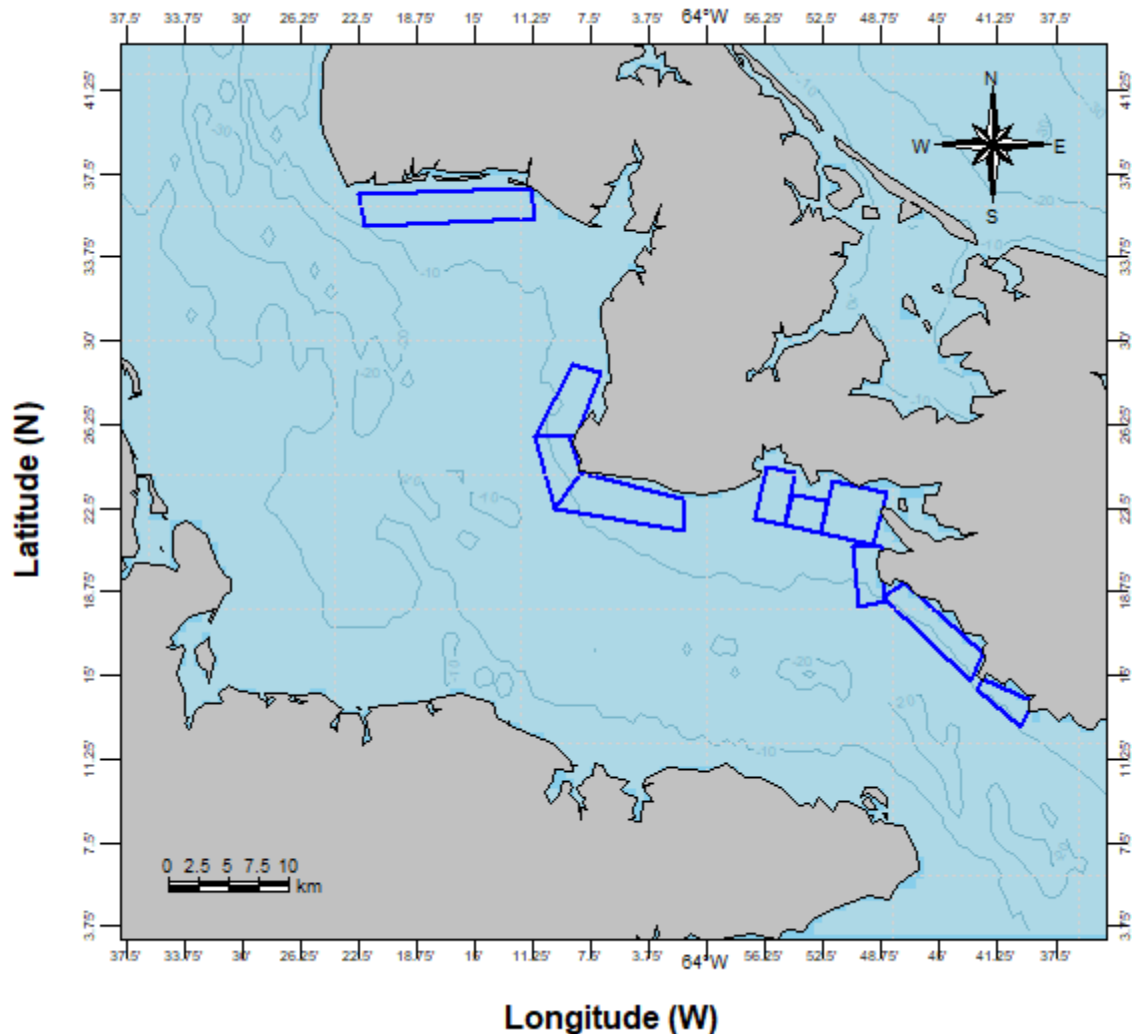


Figure 4. The seven strata in region 7 are shown in blue boxes.

Task 2: Fisheries and Oceans Canada requires one vessel captain and crew to provide the gillnet fishing vessel and their services together with the crew, to fish an experimental variable mesh size gillnet (or an alternate net of DFO choice to be determined at contract award) in each region.

Region 5: One vessel in region 5 (16E), PEI North side - Tignish will be responsible for completing fishing an experimental gillnet (or an alternate net of DFO choice to be determined at contract award) 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 6: One vessel in region 6 (16E), PEI North side – Malpeque Bay will be responsible for completing fishing an experimental gillnet (or an alternate net of DFO choice to be determined at contract award) 1 or 2 times per week (maximum of 5 times total) of the fishery.

Region 7: One vessel in region 7 (16E), PEI South side will be responsible for completing fishing an experimental gillnet (or an alternate net of DFO choice to be determined at contract award) 1 or 2 times per week (maximum of 5 times total) of the fishery.



These experimental nets (or an alternate net of DFO choice to be determined at contract award) 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 (or an alternate net of DFO choice to be determined at contract award) must be set where a fisher would set their commercial fishing nets. Experimental nets (or an alternate net of DFO choice to be determined at contract award) will be left in place overnight following the same method commercial 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 vessel as this could also lead to biased estimates.

The experimental gillnets (or an alternate net of DFO choice to be determined at contract award) 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.

Task 3: Fisheries and Oceans Canada requires one vessel, captain and crew to provide the gillnet fishing vessel and their services together with the crew, to fish a small, short-set, experimental variable mesh size gillnet (or an alternate net of DFO choice to be determined at contract award) in each region on the same evening as the acoustic surveys to verify the presence of herring. These can be set a maximum of one time per acoustics survey for a maximum of five sets total. These nets will be deployed for a maximum of one hour time, in locations where fish are seen on the echosounder screen, and can be set as soon as a fisher completes the acoustic transect in which they find the fish. Captains will be required to fill out a logbook and take a photo of the catch taken. This sample will not be sampled by a DFO sampler, and can be kept as bait once it has been recorded. The purpose of this set is simply to confirm what is seen on the echosounder.

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, and time of net set and haul.
- 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.

Task 3:

- 1) All data recorded in logbook on species, estimated catch per species, position of fishing and time of net set and haul.
- 2) A photograph of the catch from each net set.

2.2 Specifications and Standards



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

Task 1

- The proposed vessel must be used for the entire project. No substitution of the proposed vessel will be allowed unless the contractor receives written approval from the Contracting Authority after the new vessel has been evaluated;
- DFO will provide the installation and calibration of the acoustic survey equipment. Installation must be indoor in a dry space. Space is required to install a power inverter, computer, monitor, and transceiver.
- The Contractor is responsible for having a vessel 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 2022. 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 contractor or DFO employees.
- Vessel(s) for these projects must have an indoor, dry space, be clean and have good and reliable source of electrical power that can be used to power the provided acoustic equipment. Vessels must not have a 120KHz sounder activated at the same time the science equipment will be used.
- Vessel Captains must hold a valid herring gillnet license and must have experience in the herring fishery.

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 (or an alternate net of DFO choice to be determined at contract award).
- The temperature logger provided by and installed by DFO must remain on the experimental net (or an alternate net of DFO choice to be determined at contract award) during fishing of the nets.
- The experimental nets (or an alternate net of DFO choice to be determined at contract award) must be fished at least one and up to two nights a week during the 2022 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 vessel.
- The nets will be placed in the same areas where fishers 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 (or an alternate net of DFO choice to be determined at contract award) 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 (or an alternate net of DFO choice to be determined at contract award) are fished to inform them that samples will need to be taken on the wharf.
- Vessel Captains must hold a valid herring gillnet license and must have experience in the herring fishery.
- A special fishing license and net tag will be issued by DFO after contract award to each vessel Captain hired to fish the experimental variable mesh size gillnet (or an alternate net of DFO choice to be determined at contract award).

Task 3

- This gillnet will consist of multi-mesh panels placed at random (mesh sizes will be provided at time of contract award) provided by DFO (or an alternate net of DFO choice to be determined at contract award).
- This gillnet to verify the presence of herring will ideally be fished once in a survey evening up to a total of 5 times, once per acoustic survey evening.
- The nets will be fished as stand-alone nets and not attached to commercial fishing nets or to the vessel.
- The net will be set up to a maximum of one hour.
- The net will be placed in the same location a fisher finds visible signs of herring on the echosounder screen.
- The catch will be recorded in a logbook with species, estimated total catch, the geographic location where the net was set, and the exact times the net was set and lifted. A photograph of the catch is to be taken.
- After recording the catch, the catch can be kept by the captain to use as bait.
- Vessel Captains must hold 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 vessel Captain hired to fish this experimental variable mesh size gillnet (or an alternate net of DFO choice to be determined at contract award) to verify the presence of herring.

2.3 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.

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

3.1 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 Contractor 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" (or an alternate net of DFO choice to be determined at contract award), the 5 separate pans labelled by the mesh size, a standard catch and location logbook, the coordinates of the transects, and the short-set multi-mesh experimental gillnet.
- Special fishing licenses and net tags will be issued to each fishing Captain hired to fish the experimental variable mesh size gillnet (or an alternate net of DFO choice to be determined at contract award) as well as the net to verify presence of herring.
- The sampling of each pan by mesh size when vessel arrives at the wharf, for the experimental net (or an alternate net of DFO choice to be determined at contract award) in task 2.

3.2 Contractor's Obligations

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

3.3 Location of Work, Work site and Delivery Point

Task 1:

Region 5) 16E – PEI, North side - Tignish

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

Stratum	Latitude	Longitude	Maximum # transects per stratum
1	46.977989	-64.198411	10
	46.945921	-64.173640	
	47.040291	-64.017869	
	47.077048	-64.050430	
2	47.073825	-63.943008	2
	47.058482	-63.985006	
	47.021418	-63.979943	
	47.035940	-63.934208	

Region 6) 16E – PEI, North side – Malpeque Bay

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

Stratum	Latitude	Longitude	Maximum # transects per stratum
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1	46.572120	-63.813110	4
	46.578138	-63.832156	
	46.518354	-63.862840	
	46.519328	-63.836934	
2	46.513949	-63.880988	4
	46.505703	-63.880542	
	46.503584	-63.841758	
	46.513989	-63.833426	
3	46.524095	-63.822389	4
	46.514366	-63.831305	
	46.480948	-63.804718	
	46.491577	-63.792287	
4	46.491577	-63.792287	4
	46.480948	-63.804718	
	46.468585	-63.810705	
	46.465888	-63.795977	
5	46.470888	-63.828961	4
	46.458460	-63.835385	
	46.447528	-63.759873	
	46.457668	-63.753836	
6	46.457668	-63.753836	4
	46.447528	-63.759873	
	46.435694	-63.721042	
	46.446946	-63.717257	
7	46.453877	-63.721902	4
	46.459102	-63.700424	
	46.484497	-63.751789	
	46.479240	-63.763237	
8	46.479240	-63.763237	4
	46.484497	-63.751789	
	46.499828	-63.746571	
	46.506237	-63.756407	
9	46.506237	-63.756407	4
	46.499828	-63.746571	
	46.518882	-63.707456	
	46.523702	-63.717806	
10	46.531839	-63.749525	4
	46.532558	-63.733616	
	46.562606	-63.711369	
	46.575680	-63.723791	
11	46.563559	-63.739689	4
	46.575680	-63.723791	
	46.600459	-63.767138	
	46.586203	-63.790419	

Region 7) 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 and the maximum number of transects per strata are as follows:

Stratum	Latitude	Longitude	Maximum #
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			transects per stratum
1	46.586154	-64.368974	8
	46.609918	-64.374178	
	46.614459	-64.188634	
	46.591982	-64.185346	
2	46.428769	-64.184931	4
	46.429514	-64.141194	
	46.476998	-64.114398	
	46.481825	-64.145276	
3	46.428769	-64.184931	4
	46.429541	-64.149095	
	46.400834	-64.134724	
	46.375393	-64.164070	
4	46.400834	-64.134724	4
	46.375393	-64.164070	
	46.358269	-64.024030	
	46.382164	-64.025912	
5a	46.366781	-63.948615	6 (a +b +c)
	46.405875	-63.936436	
	46.401291	-63.905734	
	46.361964	-63.917465	
5b	46.361964	-63.917465	
	46.384616	-63.908073	
	46.380279	-63.871761	
	46.356223	-63.878374	
5c	46.356223	-63.878374	
	46.395883	-63.866109	
	46.387245	-63.805512	
	46.348224	-63.822787	
6	46.345616	-63.843638	4
	46.346588	-63.812924	
	46.304585	-63.808308	
	46.301189	-63.838497	
7a	46.309463	-63.811982	8 (a +b)
	46.319010	-63.787500	
	46.265921	-63.704100	
	46.244585	-63.715696	
7b	46.240231	-63.711371	
	46.246772	-63.703124	
	46.230424	-63.649460	
	46.211685	-63.663310	

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

Tasks 2 and 3: Experimental netting (or an alternate net of DFO choice to be determined at contract award) will take place in each of the above-defined regions (5 to 7).

3.4 Language of Work

The language of work shall be English or French.



ANNEX “B” BASIS of PAYMENT

Bidders are to provide pricing for all the years including the option years. If no rates are provided for the option years the initial period rates will be used for the option years.

Task 1: 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 2022. 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 strata 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 strata, 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.

*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: A maximum price of \$600 per night up to a maximum of \$3000 (5 nights) for each region (5 to 7) is available for task 2, depending on the number of nights of fishing the experimental net (or an alternate net of DFO choice to be determined at contract award). 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.

Task 3: A maximum price of \$300 per night up to a maximum of \$1500 (5 nights) for each region (5-7) is available for task 3, depending on the number of nights of fishing the experimental net (or an alternate net of DFO choice to be determined at contract award). This includes the hire of the fishing vessel (fuel, etc.), captain and crew for the extra hours of work needed during the acoustics survey to collect these samples and record in the logbook.

Please only bid in the region(s) of interest. Up to 3 contracts may be awarded, one per region. Bidders must bid on all three tasks in a region.

Initial Contract Period – Contract Award to February 28, 2023

Option Year 1 – March 1, 2023 to February 28, 2024



Region 5

Task #1 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of Captain and crew for the extra steam time to the survey strata ➤ Download the data collected at the end of each survey ➤ All data collected through the acoustic surveys					
Description	Up-to Quantity (number of stratum)	Unit	"A" Total all-inclusive price Initial Contract Year	"B" Total all-inclusive price 1 st Option Year	Total A + B
Number of strata (2 strata * 5 surveys)	10*	Each stratum	\$ _____	\$ _____	\$ _____
Task #2 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during or after their regular fishing hours to collect and sort these samples					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Task #3 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during the acoustics survey to collect these samples and record in the logbook					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Total for Evaluation Purposes (Task 1, 2 and 3)					\$ _____



Region 6

Task #1 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of Captain and crew for the extra steam time to the survey strata ➤ Download the data collected at the end of each survey ➤ All data collected through the acoustic surveys					
Description	Up-to Quantity (number of stratum)	Unit	"A" Total all-inclusive price Initial Contract Year	"B" Total all-inclusive price 1 st Option Year	Total A + B
Number of strata (11 strata * 5 surveys)	55*	Each stratum	\$ _____	\$ _____	\$ _____
Task #2 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during or after their regular fishing hours to collect and sort these samples					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Task #3 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during the acoustics survey to collect these samples and record in the logbook					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Total for Evaluation Purposes (Task 1, 2 and 3)					\$ _____



Region 7

Task #1 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of Captain and crew for the extra steam time to the survey strata ➤ Download the data collected at the end of each survey ➤ All data collected through the acoustic surveys					
Description	Up-to Quantity (number of stratum)	Unit	"A" Total all-inclusive price Initial Contract Year	"B" Total all-inclusive price 1 st Option Year	Total A + B
Number of strata (7 strata * 5 surveys)	35*	Each stratum	\$ _____	\$ _____	\$ _____
Task #2 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during or after their regular fishing hours to collect and sort these samples					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Task #3 Deliverables ➤ The hire of the fishing vessel (fuel, etc.) ➤ The hire of the Captain and crew for the extra hours of work needed during the acoustics survey to collect these samples and record in the logbook					
Description	Up-to Quantity	Unit	Total all inclusive price per net set Initial Contract Year	Total all inclusive price per net set 1 st Option Year	Total A + B
Net set	5	Net set	\$ _____	\$ _____	\$ _____
Total for Evaluation Purposes (Task 1, 2 and 3)					\$ _____

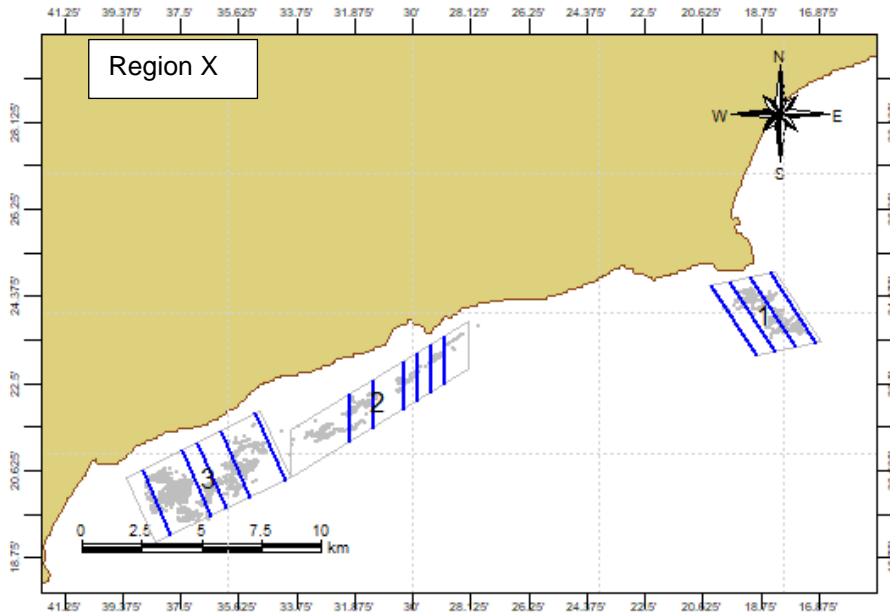
Contractors will be paid on the basis of surveys completed that meet the requirements of the scientific protocols. Any surveys done outside of the scientific requirements (as to location, time, amount of gear, etc.) will not be considered valid, and no compensation will be paid (Note: This will be strictly 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.



Example Task #1

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 strata has been requested.

Table x – **Example** method of bidding on strata.

Description	Up-to Quantity (number of stratum)	Unit	Total all inclusive price (exclusive of HST) per transect
Region X Number of stratum (3 strata * 5 surveys)	15*	Each strata	\$ _____



ANNEX "C" INSURANCE CONDITIONS

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided. Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Simply stating that you meet the criteria does not constitute proof.

MANDATORY REQUIREMENTS:

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

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal.

The proponent should 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. Bidders must provide proof such as copies of certifications and or licences and or diagrams and or schematics and or photos. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

BIDDER MUST PROVIDE DOCUMENTATION PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

Item	Mandatory Criteria	Meets Criteria	Submission page
M1	The proposed captain(s) 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.		
M2	The Bidder must provide proof of insurance for participating captains and vessels. This must be submitted with bid submission.		
M3	The proposed captains must have a minimum 3 years previous experience in the commercial herring fishery. For each experience cited as proof, the following must be included: Dates (month and year) Area where the work was done? Duties		
M4	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.		
M5	The Bidder's vessels must have a dry, clean area and a good, reliable source of electrical power for our acoustic equipment.		



	Pictures of the interior and exterior of the vessel must be submitted with bid submission.		
<p>Rated Criteria Bidders should complete the below rated evaluation chart for the region they are submitting a bid on. Up to 3 contracts may be awarded, one per region.</p>			
	Region 5 Bidders		
Item	Point-Rated Evaluation Criteria	Points	Submission page
R1	<p>The Bidder identifies if participating captains have previous experience participating in herring acoustics and/or herring experimental gillnetting surveys for Municipal / Provincial / Federal Government.</p> <p>Maximum points: 50 points</p>	<p>Acoustics: 5 points awarded for each year captain in each region identified in bid has participated in herring acoustic surveys for Municipal / Provincial / Federal Government.</p> <p>Gillnetting: 5 points awarded for each year captain in each region identified in bid has participated in herring experimental gillnetting for Municipal / Provincial / Federal Government.</p>	
R2	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery in any region (minimum of 3 years required)</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-4 years (2 points) 4-9 years (5 points) 9+ years (10 points)</p>	
R3	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery specifically fishing in the fishing region identified in bid.</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-5 years (5 points) 5+ years (10 points)</p>	
R4	<p>The bidder identifies if vessel has adequate and dry space for acoustic equipment. (adequate meaning - space to install an inverter, computer, monitor, and transceiver)</p> <p>Maximum points: 10 points</p>	<p>Dry space, with space for screen in location visible to captain in wheelhouse (10 points) Dry space, with space for screen, but not visible to captain in wheelhouse (5 points) No dry space for equipment (non-compliance)</p>	
		/80	

Total points (R1, R2, R3, R4): 80 points maximum



Region 6 Bidders			
Item	Point-Rated Evaluation Criteria	Points	Submission page
R1	<p>The Bidder identifies if participating captains have previous experience participating in herring acoustics and/or herring experimental gillnetting surveys for Municipal / Provincial / Federal Government.</p> <p>Maximum points: 50 points</p>	<p>Acoustics: 5 points awarded for each year captain in each region identified in bid has participated in herring acoustic surveys for Municipal / Provincial / Federal Government.</p> <p>Gillnetting: 5 points awarded for each year captain in each region identified in bid has participated in herring experimental gillnetting for Municipal / Provincial / Federal Government.</p>	
R2	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery in any region (minimum of 3 years required)</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-4 years (2 points) 4-9 years (5 points) 9+ years (10 points)</p>	
R3	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery specifically fishing in the fishing region identified in bid.</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-5 years (5 points) 5+ years (10 points)</p>	
R4	<p>The bidder identifies if vessel has adequate and dry space for acoustic equipment. (adequate meaning - space to install an inverter, computer, monitor, and transceiver)</p> <p>Maximum points: 10 points</p>	<p>Dry space, with space for screen in location visible to captain in wheelhouse (10 points) Dry space, with space for screen, but not visible to captain in wheelhouse (5 points) No dry space for equipment (non-compliance)</p>	
		/80	

Total points (R1, R2, R3, R4): 80 points maximum



Region 7 Bidders			
Item	Point-Rated Evaluation Criteria	Points	Submission page
R1	<p>The Bidder identifies if participating captains have previous experience participating in herring acoustics and/or herring experimental gillnetting surveys for Municipal / Provincial / Federal Government.</p> <p>Maximum points: 50 points</p>	<p>Acoustics: 5 points awarded for each year captain in each region identified in bid has participated in herring acoustic surveys for Municipal / Provincial / Federal Government.</p> <p>Gillnetting: 5 points awarded for each year captain in each region identified in bid has participated in herring experimental gillnetting for Municipal / Provincial / Federal Government.</p>	
R2	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery in any region (minimum of 3 years required)</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-4 years (2 points) 4-9 years (5 points) 9+ years (10 points)</p>	
R3	<p>The bidder identifies the number of years of experience a captain has in the commercial herring fishery specifically fishing in the fishing region identified in bid.</p> <p>Maximum points: 10 points</p>	<p>0-3 years (0 points) 3-5 years (5 points) 5+ years (10 points)</p>	
R4	<p>The bidder identifies if vessel has adequate and dry space for acoustic equipment. (adequate meaning - space to install an inverter, computer, monitor, and transceiver)</p> <p>Maximum points: 10 points</p>	<p>Dry space, with space for screen in location visible to captain in wheelhouse (10 points) Dry space, with space for screen, but not visible to captain in wheelhouse (5 points) No dry space for equipment (non-compliance)</p>	
		/80	

Total points (R1, R2, R3, R4): 80 points maximum