



**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 Hydro-acoustics to locate cod spawning aggregations and trawls to collect biological samples to characterize the aggregation		Date May 16, 2022
Solicitation No. / N° de l'invitation 30002468A		
Client Reference No. / No. de référence du client(e) 30002468		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : May 31, 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 : 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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THIS BID SOLICITATION CANCELS AND SUPERSEDES PREVIOUS BID SOLICITATION NUMBER 30002468 DATED APRIL 12, 2022 WITH A CLOSING OF MAY 12, 2022 AT 14:00 AST. A DEBRIEFING OR FEEDBACK SESSION WILL BE PROVIDED UPON REQUEST TO BIDDERS/OFFERORS/SUPPLIERS WHO BID ON THE PREVIOUS SOLICITATION.

THIS SOLICITATION CONSISTS OF TWO (2) SEPARATE TASKS. A BIDDER MAY SUBMIT FOR EITHER TASK 1, TASK 2, OR BOTH.

THE EVALUATION OF TASK 1 AND TASK 2 WILL BE DONE SEPARATELY. AS A RESULT, THERE MAY BE ONE (1) OR TWO (2) CONTRACTS AWARDED FROM THIS REQUEST FOR PROPOSALS. BIDDERS MUST CLEARLY IDENTIFY FOR WHICH TASK THEY ARE SUBMITTING A BID, COMPLETE DOCUMENTATION AND SUBMIT FOR EACH TASK SUBMISSION.



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 New Brunswick.

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



2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that 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 E.

4.1.1.2 Point Rated Technical Criteria

Refer to Annex E.

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.
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 60 % for the technical merit and 40 % 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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

The evaluation of Task 1 and Task 2 will be separate.



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.



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 (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2021-12-02), 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



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- 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 July 31, 2022 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael Peters
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C2M6
Telephone: 506 429 2359
Facsimile: 506 452 3676
E-mail address: DFOtenders.XNAT@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 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 New Brunswick.

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 (2021-12-02), 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

Hydro-acoustics to locate cod spawning aggregations and trawls to collect biological samples to characterize the aggregation.

1.2 Introduction

This project is aimed at enhancing knowledge of Atlantic cod populations in the southern Gulf of St. Lawrence, and to identify current spawning area and develop spawning ground specific indices of biomass to inform rebuilding plans, COSEWIC assessment, Species at Risk listing decisions, and stock assessments. Cod has been in the Critical Zone of the Precautionary Approach Framework since 2005 and the cod-directed fishery has been closed since 2009. Furthermore, southern Gulf cod have also been assessed as Endangered by COSEWIC. Atlantic cod spawn in tight aggregations with high density, sometimes forming vertical formations in the water column known as "spawning columns". Cod also exhibit strong spawning site fidelity. The discovery and protection of spawning aggregations has been identified by some as of critical importance to rebuilding these stocks. This project will identify the spatial and temporal extent of cod spawning aggregations using hydroacoustic surveys conducted weekly following an adaptive sampling design. Additionally, we will use acoustics and sampling to estimate the biomass of the spawning population.

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

Task 1: A minimum of one fishing vessel will use an adaptive survey design to locate and delineate the spatial extent of the cod spawning area near Miscou Bank. Once located the survey will use a parallel transect pattern with transects placed at 1nm intervals to avoid double counting.

Task 2: One trawling vessel will be used to collect biological samples to allow for the calculation of target strength to enable echo interpretation.

1.3 Objectives of the Requirement

The project has two main objectives:

First, identify the spatial and temporal extent of cod spawning aggregations using hydroacoustic surveys near Miscou Bank which had historically been identified as the primary spawning area in the southern Gulf of St. Lawrence.

Second, provide a biomass estimate of the cod spawning aggregations using trawl sampling to estimate target strength for cod and to characterize the biological composition of the spawning aggregation.

A third objective will be to provide information that could advise other DFO sectors and inform management decisions.



1.4 Background, Assumptions and Specific Scope of the Requirement

DFO Science is often asked by Marine Planning and Conservation and Species at Risk sectors to identify spawning grounds for various marine fish species. In addition, the new Bill C-68 requires the development of rebuilding plans for all species in the Critical Zone. Identification of the areas and timing of critical life history activities such as spawning may be important for protection and rebuilding of these species.

2.0 Requirements for Task 1

2.1 Tasks, Activities, Deliverables and Milestones

Fisheries and Oceans Canada requires a minimum of one fishing vessel to use an adaptive survey design to locate and delineate the spatial extent of the cod spawning area near Miscou Bank.

Acoustic surveys will take place in the spring to locate the spawning grounds and the timing of spawning. The survey will be completed once a week on the spawning grounds. The captain will use the acoustic equipment to locate the spawning area, once located the captain will sail the spawning area to delineate the extent of the spawning aggregation. The captain will then conduct parallel transects placed at 1nm intervals to moving from the eastern most extent of the aggregation to the west until the area is covered.

Acoustic data collected will be downloaded at the end of each survey by the Fisheries Association representative or by DFO employees.

2.2 Specifications and Standards

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

- Prior to the awarding of the contract, the successful contractor (fishing association or organization) will notify DFO of the vessels involved in the project including the name of the vessel, CFV and the name of the captain;
- The same vessels must be used for the entire project. No substitution of vessels will be allowed unless the contractor receives written approval from the Scientific Authority for the project;
- DFO will provide the installation and calibration of the acoustic survey equipment.
- The fishing association or fisher is responsible for having a boat specific side mounting bracket made to attach the side-mounting transducer provided by DFO. This bracket must be made after the equipment has been installed by DFO to ensure that the bracket fits with supplied equipment and is installed in the proper location. The bracket must be installed prior to conducting any acoustic surveys.
- Surveys will be completed once a week on the spawning grounds. The maximum number of surveys in each area will be determined by DFO upon contract award.
- For each survey, captains are required to complete the transects and cover the entire spawning area.
- Survey speeds must not exceed 8 knots on a transect (speed will be recorded by the scientific equipment).
- Acoustic data collected will be downloaded at the end of each survey by the association or DFO employees.
- It is very important that the vessels that are chosen for this project are dry, clean, have good power, with a conscientious captain, and must not have a 120KHz sounder activated at the same time the science equipment will be used.
- Each survey must be completed in a 12 hour period.



2.3 Change Management Procedures

Any changes to the scope of the project will be discussed by the DFO Project Authority and Contractor and actioned by means of a formal contract amendment issued by the Contracting Authority.

2.4 Ownership of Intellectual Property

No IP will be generated from this project.

3.0 Requirements for Task 2

3.1 Tasks, Activities, Deliverables and Milestones

Fisheries and Oceans Canada requires one boat and captain to provide the trawling vessel and their services together with the crew, to collect a biological sample of cod weekly. A single trawl sample is required weekly.

The Department of Fisheries and Oceans will provide the vessel with a 300 Star Balloon bottom-trawl with "Rockhopper footgear". The vessel must have appropriate doors and horsepower capable of fishing the provided trawl (see 2.2 Specifications and Standards).

Total cod catches will be biologically sampled for length frequency, samples for weight, age, maturity, and fecundity.

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

3.2 Specifications and Standards

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

- Tow duration must not exceed 15 minutes at 2.5 knots.
- In the event of a gear malfunction (e.g. doors crossed or a broken cable between the doors and the trawl) the set will be considered invalid and will have to be fished again at the same station location.
- The captain will fill out a logbook with the estimated catch and the geographic location where they fished the trawl.
- The captain will call the wharf sampler the day before the trawl will be fished to inform them that samples will need to be taken on the wharf.
- Participating fishers must be holders of a valid license and must have experience in fishing a trawl.
- A special fishing license will be issued by DFO.
- All Atlantic Halibut must be returned to the water immediately, and where it is alive, in a manner that causes it the least harm.
- Water temperature will be monitored using probes supplied by DFO. The probes will be initialized by DFO and one will be assigned to each vessel. Each probe is to be attached to the trawl on the upper section of the trawl (headline) to avoid interaction with bottom surfaces.



3.3 Change Management Procedures

Any changes to the scope of the project will be discussed by the DFO Project Authority and Contractor and actioned by means of a formal contract amendment issued by the Contracting Authority.

3.4 Ownership of Intellectual Property

No IP will be generated from this project.

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

4.1 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 Fisheries Association representative depending on regional agreements.
- Provision of a limited range of scientific equipment to ensure consistency in data collection including the fish pans, and a standard catch and location logbook.
- A special fishing license will be issued to the Captain hired to fish the trawl.
- Provision of a suitable fishing trawl, the standard trawl is a 300 Star Balloon with "Rockhopper footgear", along with spare parts in the event that repairs are required.

4.2 Contractor's Obligations

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

4.3 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 and position of fishing; (2) samples of cod kept fish crates; and (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.

4.4 Location of Work, Work site and Delivery Point

The survey area must occur within the southern Gulf of St. Lawrence (4T).

Task 1: The acoustic survey will take place in the area designated in Figure 1.

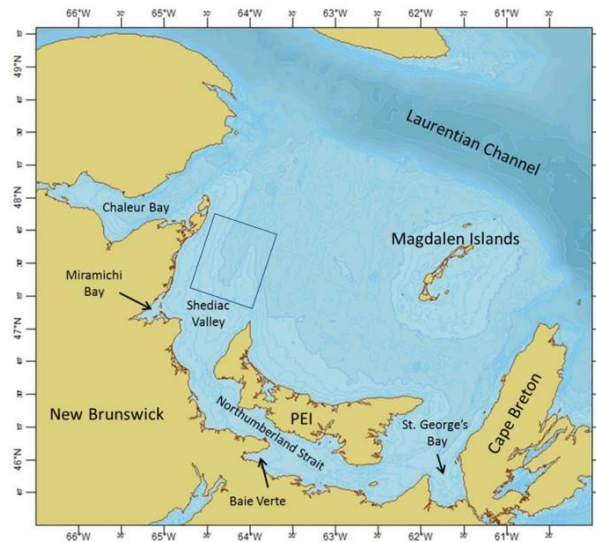


Figure 1: Location of sampling area is the blue box.

Task 2: The trawl locations will be identified based on where spawning aggregations are observed in Task 1.

4.5 Language of Work

The language of work shall be English or French.

5.0 Required Resources or Types of Roles to be Performed

5.1 Fish Harvesters

The fishers selected for Task 2 by the contractor must possess a valid fishing license, and have experience fishing a trawl.



ANNEX "B"
BASIS of PAYMENT

Only bid for the task(s) of interest.

All costs for conducting the project (e.g. Vessel charter costs, salaries for crew members, food, fuel, vessel insurance, repairs and maintenance, dockside monitoring costs, at-sea observer costs, project administration, etc.) are the responsibility of the contractor and must be reflected in the bid price.

Price for Task 1 –Date of Contract to July 31, 2022

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
<p>Task 1</p> <p>Acoustic location, delineation, and biomass estimate of cod spawning aggregation.</p> <p>This cost must include the use of the fishing boat (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. Bid must reflect all-inclusive cost for work in Annex A.</p> <p>The amount of work for each survey must be able to be completed within a period of 12 hours maximum.</p>	Per survey	10	\$ _____	\$ _____
Total Price (excluding taxes)				\$ _____



Price for Task 2 - Date of Contract to July 31, 2022

Item	Unit	Up to Number of Units	Price per Unit	Extended Price
<p>Task 2</p> <p>Sampling of cod spawning aggregation.</p> <p>This includes the hire of the fishing vessel (fuel, etc.), and the hire of Captain and crew for the extra time required to process the samples collected. Bid must reflect all-inclusive cost for work in Annex A.</p>	Per Trawl Set	10	\$ _____	\$ _____
Total Price (excluding taxes)				\$ _____

** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

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.

One lump sum payment will be made for each Task 1 and Task 2 separately.

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 authorized.



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"
VESSEL INFORMATION SHEET**

Length of vessel and type of trawl or seine used by the vessels proposed

Task 1

Vessel Name Nom du Bateau	CFV/BPC	Total Length (In Feet) Longueur Totale (en pieds)	Horsepower Chevaux-vapeur	Amount of Warp & Diameter Montant de Cables et Diametre	Door Type Type de Panneau	Home Port and Province Port d'Attache et province



Task 2

Vessel Name Nom du Bateau	CFV/BPC	Total Length (In Feet) Longueur Totale (en pieds)	Horsepower Chevaux-vapeur	Amount of Warp & Diameter Montant de Cables et Diametre	Door Type Type de Panneau	Home Port and Province Port d'Attache et province



**ANNEX “E”
EVALUATION CRITERIA**

Proposals submitted for this requirement must clearly demonstrate that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

The Bidder must include the following tables in their proposal, indicating the proposal page number or section that contains information to verify that the criterion has been met.

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.

Proposals which do not contain the following documentation will be declared non-responsive and no further evaluation will be conducted with respect to the proposal.

Indicate for which Task(s) you are submitting a bid:

Bid Submission for Task 1 YES NO

Bid Submission for Task 2 YES NO

Task 1. Acoustic survey

Mandatory Criteria

	REQUIREMENT	REFERENCE PAGE
M1.	The name of the vessel, CFV and the name of the captain must be provided for all vessels to be used in the project.	
M2.	The Bidder must provide proof of insurance for participating captains and vessels.	
M3.	Vessels for acoustics must be dry, clean, have good power and be of appropriate size for navigation and hydroacoustics in the sample area. Pictures of the vessel must be submitted.	



Point Rated Criteria

	REQUIREMENT	RATING	REFERENCE PAGE
R1.	The participating captains have experience in managing project(s) of similar size and scope.	5 points for every project, to a maximum of 30 points If multiple captains are proposed, the average rating of all captains will be used for evaluation.	

Task 2: Trawl sampling

Mandatory Criteria

	REQUIREMENT	REFERENCE PAGE
M1.	The Bidder must provide a description of the vessel proposed for the project that has the capacity to fish the 300 Star Balloon trawl (minimum 300 horsepower, acceptable otter trawl doors, adequate amount of warp to fish at all depths in NAFO Area 4T). The Bidder must complete the Vessel Information Sheet (Annex D). The name of the Captain and a picture of the vessel must be submitted.	
M2.	The participating captain must be a holder of a valid commercial fishing license for the southern Gulf of St. Lawrence (NAFO 4T). A copy of the license must be submitted.	
M3.	The participating captain must have a minimum of three (3) years of experience in fishing a trawl.	

Point Rated Criteria

	REQUIREMENT	RATING	REFERENCE PAGE
R1.	The participating captain has experience in managing project(s) of similar size and scope.	5 points for every project, to a maximum of 30 points	