



**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 : [DFO.Tenders-
Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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 Experimental Netting of Spring Herring Using Commercial Style Nets.		Date February 8th, 2023
Solicitation No. / N° de l'invitation 30003851		
Client Reference No. / No. de référence du client(e) 30003851		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : February 23rd, 2023		
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 : Claire Lavoie – Contracting Officer Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée See herein – Voir en ceci	
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

1.1.1 No Security Requirement, escort required at DFO site(s)

- a) The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- b) The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- c) The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 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.

**Fisheries and Oceans Canada intends to award up to five (5) contacts,
one (1) for each region of work.**



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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

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

Delete: 60 days
Insert: 120 days

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



highest combined rating of technical merit and price will be recommended for award of a contract.

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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources



SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause A3010T _____ (2010-08-16) Education and Experience

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 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:



5.2.4 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: 2019-01](#) 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.

5.2.5 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 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

6.1.1.1 No Security Requirement, **escort required at DFO site(s)**

- a) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- b) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- c) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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 (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission
Insert: **Invoice submission**



1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *to be determined at contract award*. 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 28th, 2024** inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Claire Lavoie
Title: 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 *(to be inserted at Contract award)*

The Project Authority for the Contract is:

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

Telephone: _____
 E-mail address: _____

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

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all



invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be included 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 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *to be included at contract award* and provides the required information as stated in subsection 6.8.1 above.

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.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26) Certification - 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](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) the Contractor's bid dated _____ (*to be included at contract award*) *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 [A8501C](#) – Vessel Charter Contract (2014-06-26)

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

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 Licensing

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

6.16 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 TITLE

Experimental netting of spring herring using commercial style gillnets.

2.0 OBJECTIVE

The purpose of this project is to enhance scientific knowledge of local spring herring populations and their relation to the global southern Gulf of St. Lawrence herring stock. To achieve this goal, one or more contractors will be engaged to provide DFO with an opportunity to survey spring herring fishing grounds. The information gathered throughout this project will be used to assess local indices of recruitment, size-at-maturity, mesh selectivity and relative fishing mortalities. The project will also produce indices of fish catch-at-age and fish weight-at-age that are used in the spring herring stock assessment. Environmental information on spawning grounds will also be collected through temperature loggers.

3.0 AREA OF OPERATION

The work required for the completion of this project is divided into five (5) regions with one (1) task in each region, as follows:

Region 1: 16B – Chaleur Bay, North side

Region 2: 16B – Chaleur Bay, South side and Miscou

Region 3 : 16C – Escuminac

Region 4: 16E – Cap-Pelé, Cape Jourmain and PEI, South side

Region 5: 16E – PEI, North side

4.0 BACKGROUND

Data to produce indices of fish catch-at-age and fish weight-at-age were previously gathered from samples collected from landings of the commercial fishery. With the temporary two year closure of the commercial fishery announced in 2022, this information was unable to be collected in 2022. The work pertaining to this project aims to collect this data for 2023. In the event the temporary closure is extended by the minister, this work may continue to provide data necessary for the stock assessment.

5.0 REQUIREMENTS

For each of the five (5) regions of interest, Fisheries and Oceans Canada requires two (2) licensed herring fishing vessels and their captains to provide the gillnet fishing vessel and their services together with the crew to set and fish five (5) stand-alone commercial style experimental gillnets each to determine the size composition of the herring schools and to obtain indices of age-classes entering the population. Regions are outlined in Figure 1 and specified below:

Region 1: Two (2) vessels & two (2) Captains in region 1 (16B), Chaleur Bay – North side will each be responsible for fishing five (5) commercial style experimental gillnets on the same night, once per week for a total of four (4) weeks.

Region 2: Two (2) vessels & two (2) Captains in region 2 (16B), Chaleur – South side and Miscou will each be responsible for fishing five (5) commercial style experimental gillnets on the same night, once per week for a total of four (4) weeks.

Region 3: Two (2) vessels & two (2) Captains in region 3 (16C), Escuminac will each be responsible for fishing five (5) commercial style experimental gillnets on the same night, once per



week for a total of four (4) weeks.

Region 4: Two (2) vessels & two (2) Captains in region 4 (16E), Cap-Pelé, Cape Jourmain and PEI – South side will each be responsible for fishing five (5) commercial style experimental gillnets on the same night, once per week for a total of four (4) weeks.

Region 5: Two (2) & two (2) Captains vessels in region 5 (16E), PEI - North side will each be responsible for fishing five (5) commercial style experimental gillnets on the same night, once per week for a total of four (4) weeks.

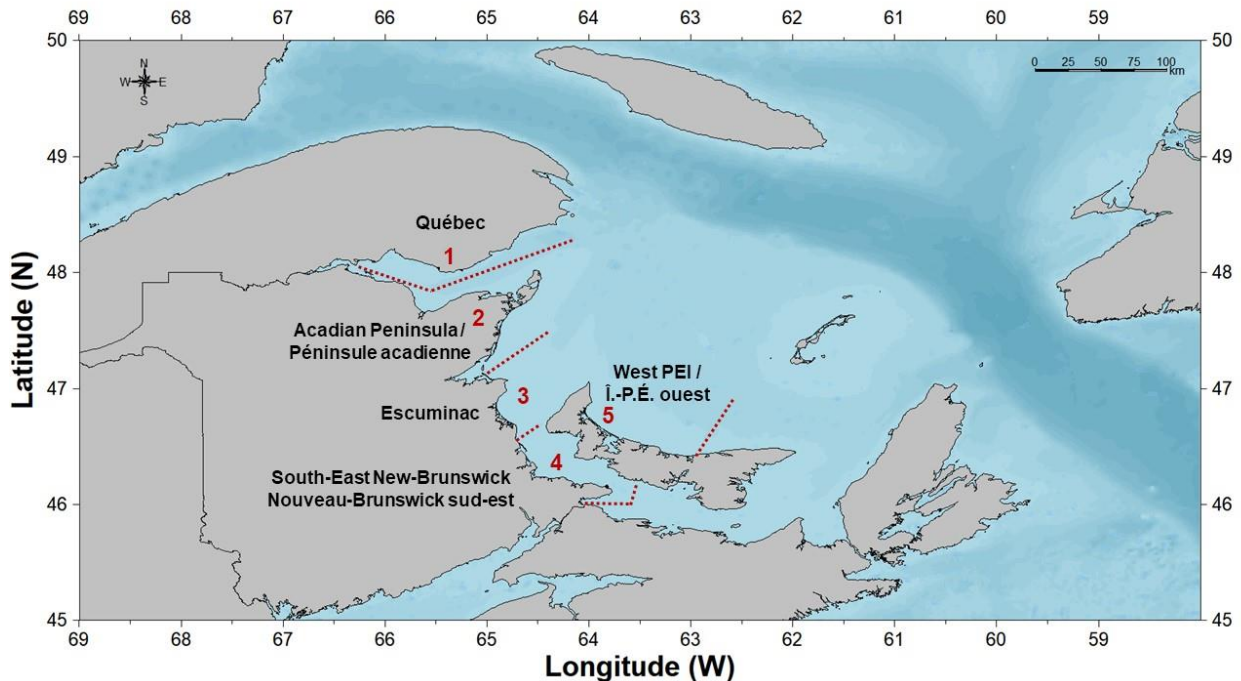


Figure 1. The five regions of work for this commercial style experimental gillnet project.

6.0 DELIVERABLES

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

- a) All data recorded in logbook on specific net size specifications used during fishing, estimated catch per set of five nets and position of fishing, and time of net set and haul.
- b) Coordination with dockside monitoring companies to weigh all landings.
- c) A sample will be measured and a subsample kept by an experienced sampler (arranged by DFO) at the arrival of the vessel at the wharf.

7.0 SPECIFICATIONS, STANDARDS & CONTRACTOR'S OBLIGATIONS

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

7.1 Equipment & Gear



- Commercial style experimental nets must be set where a fisher would set their commercial fishing nets.
- Commercial style experimental nets will be left in place overnight following the same method and for the same duration that commercial fishers use for their spring commercial nets. 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 one night could lead to fish loss in the nets which could again bias the abundance to lower estimates.
- The commercial style experimental nets must be set as stand-alone nets and not attached to the vessel or other type of nets.
- The commercial style experimental nets must be equipped with a temperature logger to collect environmental information about conditions on the fishing grounds. The temperature logger provided and installed by DFO must remain on one of the commercial style experimental nets during fishing of the nets.
- The commercial style experimental gillnets will be provided by the contractor. The commercial style experimental gillnets provided by the contractor must be of the following net dimensions which match those used in the most recent (i.e., 2021) commercial fishery in each region (mesh size/depth-length):
 - Region 1- 2 ¼" (57.1mm) min / 100 meshes max / 150 fathom
 - Region 2- 2 ¼" (57.1mm) min / 100 meshes max / 150 fathom
 - Region 3- 2 ¼" (57.1mm) min / 125 meshes max / 150 fathom
 - Region 4- 2 ¼" (57.1mm) min / 125 meshes max / 150 fathom
 - Region 5- 2 ¼" (57.1mm) min / 125 meshes max / 150 fathom

7.2 Captain & Crew

- The fisher will record the exact times the net was set and lifted in the provided logbook.
- Both fishers in the same area must set their nets on the same night to ensure proper sampling of fish by DFO samplers unless other permission is given by DFO staff on an exceptional basis.
- The Captain will call the wharf sampler on the evening that the commercial style experimental nets are fished to inform them that samples will need to be taken on the wharf the following day.
- The catch from all nets will be weighed by DMP upon arrival at the wharf.
- The Contractor will coordinate sampling of the catch with DFO samplers once it is unloaded at the dock.
- The Captain will fill out a logbook with the estimated catch and the geographic location (GPS) where they fished the commercial style experimental nets 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, and not on the fisher's best estimate.
- Vessel Captains must have held a valid spring herring gillnet license in 2020 or 2021 and must have experience in the herring fishery.

8.0 DFO RESPONSIBILITIES

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

- DFO is responsible for the provision of the protocol to ensure consistency in data collection;
- DFO will provide guidance and manage the project;



- DFO is responsible for the provision of a limited range of scientific equipment to ensure consistency in data collection including a standard catch and location logbook and temperature logger;
- DFO will issue special fishing licenses and net tags to each fishing Captain hired to fish the commercial style experimental variable mesh size gillnets.
- DFO is responsible for the sampling of a subset of each catch from each vessel when a vessel arrives at the wharf.

9.0 TIMEFRAME & DELIVERY

Project work is expected to take a period of up to twelve (12) months and is anticipated to occur between March 15th and July 31st. Experimental nets will be fished one (1) night a week for four (4) consecutive weeks in the period in which the commercial spring herring fishery usually operates. The first week of net sets can be expected after ice out. Exact dates will be determined by the Project Authority and/or the DFO Scientist in-charge based on logistic / operational considerations such as the presence of ice, weather patterns, DFO scheduling conflicts and other logistic considerations. Such aforementioned factors may alter this schedule.

10.0 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.

11.0 LANGUAGE OF WORK

The language of work shall be English or French.



ANNEX "B"
BASIS of PAYMENT

For the provision of all professional services and operating costs including all associated costs necessary to carry out the required work (excluding taxes).

Pricing & Basis of Payment

For each region, the Contractor shall provide an all-inclusive price per overnight set of five (5) commercial style experimental nets per fisher. All-inclusive pricing must include:

- The hire of two (2) fishing vessels and all operating costs, including vessel maintenance and repairs, fuel, oil, vessel wharf fees, and insurance costs for the duration of the Contract period;
- The hire of the Captains and Crew required to complete the work associated with the cost of Scientific Operations including the collection and coordination of sampling as well as the recording of all information in the logbook;
- The cost to arrange and pay for dockside monitoring with a dockside monitoring company to weigh all landings; and
- The provision of commercial style experimental gillnets and all associated and/or necessary repairs.

Surveys done outside (e.g., location, time, amount and/or type of gear) of the scientific requirements outlined in the Statement of Work will not be considered valid, and no compensation will be paid. Furthermore, fishing that is not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in the immediate 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. The Captain **must** also provide his duly completed logbook. Invoice and logbook information will be verified by project authority before payment is authorised.

Please only bid in region(s) of interest. Bidders must bid two (2) captains in an area of bid to be considered compliant. Up to five (5) contracts may be awarded, one per region.

Region #1				
Description	Estimated Maximum Level of Effort (Weeks)	Unit	Total All-Inclusive Price (Initial Contract Period)	All-Inclusive Maximum Total Cost
Captain 1: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____
Captain 2: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____

Region #2				
Description	Estimated Maximum Level of Effort (Weeks)	Unit	Total All-Inclusive Price (Initial Contract Period)	All-Inclusive Maximum Total Cost



Captain 1: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____
Captain 2: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____

Region #3				
Description	Estimated Maximum Level of Effort (Weeks)	Unit	Total All-Inclusive Price (Initial Contract Period)	All-Inclusive Maximum Total Cost
Captain 1: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____
Captain 2: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____

Region #4				
Description	Estimated Maximum Level of Effort (Weeks)	Unit	Total All-Inclusive Price (Initial Contract Period)	All-Inclusive Maximum Total Cost
Captain 1: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____
Captain 2: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____

Region #5				
Description	Estimated Maximum Level of Effort (Weeks)	Unit	Total All-Inclusive Price (Initial Contract Period)	All-Inclusive Maximum Total Cost
Captain 1: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____
Captain 2: Set of five (5) commercial style experimental gillnets (once per week)	Up to 4 weeks	Per night (5 nets)	\$ _____	\$ _____



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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice*



*234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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



ANNEX "D"
EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory and rated evaluation criteria as detailed herein.

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

Please complete the appropriate bidding page for the region in which you are bidding. Bidders may bid on one or more regions, but must indicate two (2) Captains in a region for the bid to be considered compliant in the region.

REGION #1 – 16B Chaleur Bay, North Side

Item	Mandatory Criteria	Cross reference page # in the proposal		Meets Criteria (✓)
		Captain 1	Captain 2	
M1	<p>The proposed Captains must hold a recent (i.e., 2020 or 2021), valid spring commercial herring fishing license for herring fishing regions 16B, 16C and/or 16E (see figure 2 for reference).</p> <p>To meet this criteria, bidders must include a copy of their valid fishing license(s) with their bid submission.</p>			
M2	<p>Bidders must provide proof of valid insurance for the proposed Captains and Vessels.</p> <p>To meet this criteria, bidders must include their proof of valid insurance with their bid submission.</p>			
M3	<p>The proposed Captains must each have worked, at minimum, three (3) full spring fishing seasons fishing in the commercial herring fishery.</p> <p>To meet this criteria, bidders must provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>In order to qualify, the description must explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p>			
M4	<p>Bidders must provide the following information for each region corresponding with their bid submission:</p> <ul style="list-style-type: none"> • The name of the Vessels; • CFV(s); and 			



	<ul style="list-style-type: none"> The name of the Captains who will be operating each of the proposed Vessels 			
M5	<p>The proposed Vessels must be capable of deploying and retrieving gillnets.</p> <p>To meet this criteria, bidders must provide pictures of the exterior of the vessel with their bid submission.</p>			

Item	Point-Rated Evaluation Criteria	Cross reference page # in the proposal		Points Obtained
		Fisher 1	Fisher 2	
R1	<p>The bidder demonstrates that the proposed Captains have each worked, at minimum, three (3) full spring commercial herring fishing seasons.</p> <p>To demonstrate this experience bidders should provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>The description should explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p> <ul style="list-style-type: none"> 0 points - experience working less than three (3) spring commercial herring fishing seasons 2 points - experience working three (3) to four (4) spring commercial herring fishing seasons 5 points – experience working five (5) to nine (9) spring commercial herring fishing seasons 10 points – experience working ten (10) or more spring commercial herring fishing seasons 			/10 pts
Total Score (minimum of 2 pts is required)				/10 pts

REGION #2 – 16B Chaleur Bay, South Side & Miscou

Item	Mandatory Criteria	Cross reference page # in the proposal		Meets Criteria (✓)
		Captain 1	Captain 2	
M1	<p>The proposed Captains must hold a recent (i.e., 2020 or 2021), valid spring commercial herring fishing license for herring fishing regions 16B, 16C and/or 16E (see figure 2 for reference).</p> <p>To meet this criteria, bidders must include a copy of their valid fishing license(s) with their bid submission.</p>			



M2	<p>Bidders must provide proof of valid insurance for the proposed Captains and Vessels.</p> <p>To meet this criteria, bidders must include their proof of valid insurance with their bid submission.</p>			
M3	<p>The proposed Captains must each have worked, at minimum, three (3) full spring fishing seasons fishing in the commercial herring fishery.</p> <p>To meet this criteria, bidders must provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>In order to qualify, the description must explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p>			
M4	<p>Bidders must provide the following information for each region corresponding with their bid submission:</p> <ul style="list-style-type: none"> • The name of the Vessels; • CFV(s); and • The name of the Captains who will be operating each of the proposed Vessels 			
M5	<p>The proposed Vessels must be capable of deploying and retrieving gillnets.</p> <p>To meet this criteria, bidders must provide pictures of the exterior of the vessel with their bid submission.</p>			

Item	Point-Rated Evaluation Criteria	Cross reference page # in the proposal		Points Obtained
		Fisher 1	Fisher 2	



R1	<p>The bidder demonstrates that the proposed Captains have each worked, at minimum, three (3) full spring commercial herring fishing seasons.</p> <p>To demonstrate this experience bidders should provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>The description should explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p> <ul style="list-style-type: none"> • 0 points - experience working less than three (3) spring commercial herring fishing seasons • 2 points - experience working three (3) to four (4) spring commercial herring fishing seasons • 5 points – experience working five (5) to nine (9) spring commercial herring fishing seasons • 10 points – experience working ten (10) or more spring commercial herring fishing seasons 			/10 pts
Total Score (minimum of 2 pts is required)				/10 pts

REGION #3 – 16C Escuminac

Item	Mandatory Criteria	Cross reference page # in the proposal		Meets Criteria (✓)
		Captain 1	Captain 2	
M1	<p>The proposed Captains must hold a recent (i.e., 2020 or 2021), valid spring commercial herring fishing license for herring fishing regions 16B, 16C and/or 16E (see figure 2 for reference).</p> <p>To meet this criteria, bidders must include a copy of their valid fishing license(s) with their bid submission.</p>			
M2	<p>Bidders must provide proof of valid insurance for the proposed Captains and Vessels.</p> <p>To meet this criteria, bidders must include their proof of valid insurance with their bid submission.</p>			
M3	<p>The proposed Captains must each have worked, at minimum, three (3) full spring fishing seasons fishing in the commercial herring fishery.</p> <p>To meet this criteria, bidders must provide a brief description of their experience fishing in the spring commercial herring fishery.</p>			



	In order to qualify, the description must explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.			
M4	<p>Bidders must provide the following information for each region corresponding with their bid submission:</p> <ul style="list-style-type: none"> • The name of the Vessels; • CFV(s); and • The name of the Captains who will be operating each of the proposed Vessels 			
M5	<p>The proposed Vessels must be capable of deploying and retrieving gillnets.</p> <p>To meet this criteria, bidders must provide pictures of the exterior of the vessel with their bid submission.</p>			

Item	Point-Rated Evaluation Criteria	Cross reference page # in the proposal		Points Obtained
		Fisher 1	Fisher 2	
R1	<p>The bidder demonstrates that the proposed Captains have each worked, at minimum, three (3) full spring commercial herring fishing seasons.</p> <p>To demonstrate this experience bidders should provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>The description should explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p> <ul style="list-style-type: none"> • 0 points - experience working less than three (3) spring commercial herring fishing seasons • 2 points - experience working three (3) to four (4) spring commercial herring fishing seasons • 5 points – experience working five (5) to nine (9) spring commercial herring fishing seasons • 10 points – experience working ten (10) or more spring commercial herring fishing seasons 			/10 pts
Total Score (minimum of 2 pts is required)				/10 pts

REGION #4 – 16E Cap-Pelé, Cape Jourmain & PEI South Side



Item	Mandatory Criteria	Cross reference page # in the proposal		Meets Criteria (✓)
		Captain 1	Captain 2	
M1	<p>The proposed Captains must hold a recent (i.e., 2020 or 2021), valid spring commercial herring fishing license for herring fishing regions 16B, 16C and/or 16E (see figure 2 for reference).</p> <p>To meet this criteria, bidders must include a copy of their valid fishing license(s) with their bid submission.</p>			
M2	<p>Bidders must provide proof of valid insurance for the proposed Captains and Vessels.</p> <p>To meet this criteria, bidders must include their proof of valid insurance with their bid submission.</p>			
M3	<p>The proposed Captains must each have worked, at minimum, three (3) full spring fishing seasons fishing in the commercial herring fishery.</p> <p>To meet this criteria, bidders must provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>In order to qualify, the description must explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p>			
M4	<p>Bidders must provide the following information for each region corresponding with their bid submission:</p> <ul style="list-style-type: none"> • The name of the Vessels; • CFV(s); and • The name of the Captains who will be operating each of the proposed Vessels 			
M5	<p>The proposed Vessels must be capable of deploying and retrieving gillnets.</p> <p>To meet this criteria, bidders must provide pictures of the exterior of the vessel with their bid submission.</p>			

Item	Point-Rated Evaluation Criteria	Cross reference page # in the proposal		Points Obtained
		Fisher 1	Fisher 2	



R1	<p>The bidder demonstrates that the proposed Captains have each worked, at minimum, three (3) full spring commercial herring fishing seasons.</p> <p>To demonstrate this experience bidders should provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>The description should explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p> <ul style="list-style-type: none"> • 0 points - experience working less than three (3) spring commercial herring fishing seasons • 2 points - experience working three (3) to four (4) spring commercial herring fishing seasons • 5 points – experience working five (5) to nine (9) spring commercial herring fishing seasons • 10 points – experience working ten (10) or more spring commercial herring fishing seasons 			/10 pts
Total Score (minimum of 2 pts is required)				/10 pts

REGION #5 – 16E PEI, NORTH SIDE

Item	Mandatory Criteria	Cross reference page # in the proposal		Meets Criteria (✓)
		Captain 1	Captain 2	
M1	<p>The proposed Captains must hold a recent (i.e., 2020 or 2021), valid spring commercial herring fishing license for herring fishing regions 16B, 16C and/or 16E (see figure 2 for reference).</p> <p>To meet this criteria, bidders must include a copy of their valid fishing license(s) with their bid submission.</p>			
M2	<p>Bidders must provide proof of valid insurance for the proposed Captains and Vessels.</p> <p>To meet this criteria, bidders must include their proof of valid insurance with their bid submission.</p>			
M3	<p>The proposed Captains must each have worked, at minimum, three (3) full spring fishing seasons fishing in the commercial herring fishery.</p> <p>To meet this criteria, bidders must provide a brief description of their experience fishing in the spring commercial herring fishery.</p>			



	In order to qualify, the description must explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.			
M4	<p>Bidders must provide the following information for each region corresponding with their bid submission:</p> <ul style="list-style-type: none"> • The name of the Vessels; • CFV(s); and • The name of the Captains who will be operating each of the proposed Vessels 			
M5	<p>The proposed Vessels must be capable of deploying and retrieving gillnets.</p> <p>To meet this criteria, bidders must provide pictures of the exterior of the vessel with their bid submission.</p>			

Item	Point-Rated Evaluation Criteria	Cross reference page # in the proposal		Points Obtained
		Fisher 1	Fisher 2	
R1	<p>The bidder demonstrates that the proposed Captains have each worked, at minimum, three (3) full spring commercial herring fishing seasons.</p> <p>To demonstrate this experience bidders should provide a brief description of their experience fishing in the spring commercial herring fishery.</p> <p>The description should explicitly state the dates in which the experience was gained (i.e., month/fishing season & year), the area of work, and the proposed resource(s) roles and responsibilities.</p> <ul style="list-style-type: none"> • 0 points - experience working less than three (3) spring commercial herring fishing seasons • 2 points - experience working three (3) to four (4) spring commercial herring fishing seasons • 5 points – experience working five (5) to nine (9) spring commercial herring fishing seasons • 10 points – experience working ten (10) or more spring commercial herring fishing seasons 			/10 pts
Total Score (minimum of 2 pts is required)				/10 pts