



**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
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel :
DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca

AND
marie-france.chretien@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 Purse seiner and crew required for 2024 sampling of sockeye salmon near Haida Gwaii, BC.		Date February 23, 2024
Solicitation No. / N° de l'invitation 30005105		
Client Reference No. / No. de référence du client(e) 30005105		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : March 11, 2024		
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 : Marie-France Chrétien, Contracting Specialist Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca C.c. Email / Courriel : marie-france.chretien@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- 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.
- 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).
- 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 [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 these trade agreements: Canadian Free Trade Agreement (CFTA).

1.5 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's [Indigenous Business Directory](#).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 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 British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

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

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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](#).

4.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **0** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **22** points.
2. Bids not meeting a) or b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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 / 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 equals 22 and the lowest evaluated price is \$45,000 (45).

EXAMPLE - Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		22/22	20/22	10/22
Bid Evaluated Price		\$ 90,000.00	\$ 75,000.00	\$ 45,000.00
Calculations	Technical Merit Score	$22/22 \times 60 = 60$	$20/22 \times 60 = 55,55$	$10/22 \times 60 = 27,27$
	Pricing Score	$45/90 \times 40 = 20$	$45/75 \times 40 = 24$	$45/45 \times 40 = 40$
Combined Rating		80	79,55	67,27
Overall Rating		1 st	2 nd	3 rd



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](#) website, to be given further consideration in the procurement process.

5.1.2 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.

5.1.3 Integrity Provisions – Required Documentation

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

5.1.4 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.

5.1.5 Procurement Strategy for Indigenous Business

Bidders must complete the [Attachment 1 to Part 5](#) if they are an Indigenous Company and wish to be considered for a Procurement Set-aside.



5.2 Additional Certifications Precedent to Contract Award

5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.3 Certifications – Contract

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.4 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](#).

Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.2.5 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:

5.2.6 Vessel Charter – Tender

The vessel must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- a. name of vessel _____;
- b. official number _____;
- c. length, beam, displacement _____;
- d. name of vessel's skipper during charter period _____;



5.2.7 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

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
SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION**

Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date



ATTACHMENT 2 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

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

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 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.
- 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).
- 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) (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 (2013-03-21), Invoice submission
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicingfacturation.MPO@DFO-MPO.gc.ca with a cc to: **[to be inserted 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 date of Contract to March 31, 2025 inclusively.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-France Chrétien
 Title: Contracting Specialist
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, NB, E3C 2M6
 Telephone: 450-521-4448
 E-mail address: marie-france.chretien@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: _____
 Department: _____
 Directorate: _____
 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: _____
 Department: _____
 Directorate: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at [Annex B](#), to a limitation of expenditure of \$ _____ [to be inserted at contract award]. Customs duties are included and Applicable Taxes are extra.

Fuel Direct Expenses

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated cost: \$ _____ [to be inserted at contract award]

6.7.2 Limitation of Expenditure

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Methods of Payment

6.8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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



6.9 Electronic Payment of Invoices – Contract

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

- a. Acquisition Card;
- b. Direct Deposit (Domestic and International)

6.10 Invoicing Instructions

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. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at :

- DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
- **[insert the name of the Project/Technical Authority and the AP Coder at contract award]**

6.11 Certifications and Additional Information

6.11.1 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.

6.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

6.13 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

6.14 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.

6.15 Vessel Charter – Contract

1. The vessel must meet the following requirements:
 - a. be seaworthy;
 - b. the engine must be in good running order and all gear and equipment in good repair.
2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
3. The Contractor must:
 - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal flotation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.



6.16 Vessel Condition

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.

6.17 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](#)".
- e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.18 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.

6.19 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.



ANNEX A - STATEMENT OF WORK

1. PROJECT TITLE

Purse seiner and crew required for 2024 sampling of sockeye salmon near Haida Gwaii, BC.

2. OBJECTIVES

The objective of the contract is to catch, sample and tag sockeye salmon near Haida Gwaii. Sampling will be used to gather biological information and deploy acoustic telemetry and satellite tags to estimate sockeye salmon survival rates during return migrations.

3. DURATION

The work will take place between July 15, 2024 and August 15, 2024, with an additional option year for the same dates in 2025.

The duration of the at-sea component of this contract will be a minimum of nine and maximum of 15 working days in late July and early August, beginning when Fraser River sockeye salmon typically migrate past Haida Gwaii. Note that this period may include travel days from the vessel's home port to Haida Gwaii or other locations to load and unload sampling gear. The number of days spent sampling, traveling, and loading will depend on the location of the vessel at the start of the contract, the rate at which sockeye can be tagged, and weather delays.

4. SCOPE OF WORK

The work will consist of locating, capturing and sampling sockeye salmon in late July and early August. Fish will be captured via purse seine to minimize injury during sampling. The work will be conducted in northern or western Haida Gwaii (e.g., Langara Island, Rennell Sound; statistical areas 1 or 2W), no further than 10 nautical miles from shore. Location of operations will depend on weather and catch rates.

The Contractor will provide the vessel as a platform for sockeye salmon sampling. To enhance sampling efficiency, there may be considerable flexibility in survey approaches. The chief scientist will work with the Captain to plan survey effort.

The Contractor must provide a vessel with sleeping quarters and deck space for at least two scientific personnel. There must be sufficient deck space for a tagging sling (approximately 2 x 5 x 4 ft) and a functional deck hose to provide flowing seawater to fish while tagging. A work bench or raised surface on the deck for storing sampling equipment is also necessary. The vessel must have the capacity to remove captured fish safely and securely from the cod end to the tagging sling (e.g. by long handled dipnet). Hold space for the storage of research equipment (e.g, totes for sampling gear) is also required. Given the location of work, vessel crew and scientific personnel will sleep aboard the vessel during the charter period. The vessel should have hand rails or safety lines to allow safe movement around the vessel and cabin areas.

The Captain and crew may be asked to assist with the loading and unloading of equipment and gear related to the project to and from the vessel at the wharf, including sampling equipment identified by the DFO chief scientist.

The Captain will be expected to take an active role in locating and capture sockeye salmon. The work will be considered complete when all tags have been deployed and all data are recorded or when the maximum number of days (15 including travel) stipulated by the contract are reached. Success will be determined by the DFO chief scientist.

The reporting requirements of this contract will be the responsibility of the chief scientist.



5. VESSEL AND GEAR REQUIREMENTS

5.1 Basic vessel requirements

- 5.1.1 The vessel must be at least 40' in length.
- 5.1.2 The vessel must possess, and be capable of effectively deploying, a purse seine suitable for capturing adult sockeye salmon.
- 5.1.3 The vessel must have a minimum of 1 m by 1 m (3 ft x 3 ft) space for indoor equipment storage and 3 m by 3 m (10 ft x 10 ft) space for outdoor equipment storage suitable for totes. Outdoor storage can be below decks (e.g. in empty fish hold).
- 5.1.4 The vessel must have adequate open deck space for working (40 ft²), a tote with flow through seawater for fish recovery (e.g. coho salmon live box), and a functional deck hose to provide flowing seawater to fish while tagging.

5.2 Vessel accommodations

- 5.2.1 The vessel must have at least two bunk spaces for scientific personnel (demonstrate in vessel specification).
- 5.2.2 The vessel must have at least one functioning marine head and one functioning shower.
- 5.2.3 The vessel must have a galley equipped with a safe, functioning cook stove, refrigerator for food storage, and sink for washing food, dishes and cooking equipment.

5.3 Vessel electronic equipment

- 5.3.1 The vessel must be equipped with DGPS and plotter, VHF radio, depth sounder, radar, navigation software and digital charts.

5.4 Certifications

- 5.4.1 All required Transport Canada, or equivalent maritime licenses or certifications applicable to operating the vessel in Western Canada coastal and Pacific waters.

Includes:

- Marine radio license
- Marine emergency duties
- Valid TC vessel inspection certificate
- Valid life raft certificate

6. RESOURCES REQUIREMENTS

6.1. Mandatory Captain Requirements

- 6.1.1. The vessel captain must have a minimum of five (5) years of purse seine fishing experience in British Columbia waters within the past 20 years with at least two (2) years occurring within the past 10 years.



7. CONSTRAINTS

- The Contractor will supply all necessary fishing gear (seines, support skiffs, etc.) and crew necessary to complete the work. Government of Canada will not pay for any travel costs or living expenses for the Contractor and its resources.
- The captain is responsible for ensuring an adequate number of crew are available to safely and effectively fish for the duration of the survey.
- The captain and crew must be willing to sample for 8-14 hours per day.
- The vessel must provide three (3) nutritionally balanced meals for all scientific personnel each charter day, incorporating possible dietary restrictions of the science crew. Meal times must be coordinated with the Chief Scientist to accommodate both the need to complete scientific work and the time required to prepare meals by the cook. Specific dietary restrictions will be communicated to the Contractor prior to fieldwork. Meals may be simple, but should be reasonably nutritious. For example, cereal or toast and eggs for breakfast, sandwiches and fruit for lunch, and protein, vegetable and starch for dinner.

8. DEPARTMENTAL SUPPORT

The individual identified in the proposal as the chief scientist must: determine scheduling of sailing and landing dates and times, establish daily objectives to accomplish, direct all required fish sampling and associated data collection. Progress will be discussed with the Contractor and work plan adjusted as weather or other circumstances require.

DFO chief scientist will provide and deliver to the vessel various supplies and equipment including: tagging sling and other scientific instruments and supplies.

9. LOCATION OF WORK

The work will be conducted onboard the Contractor's vessel off the coast of Haida Gwaii, BC. The Contractor's bid must account for expenses necessary to ensure the vessel is available in the sampling area by late July. Due to the nature of the work, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.



ANNEX B - BASIS OF PAYMENT

The Bidder must complete this basis of payment and include it in its financial bid.

The estimated level of effort included in this pricing schedule are provided for bid evaluated price determination purposes only. As described in the associated Statement of Work, the minimum charter length will be nine days per year and the maximum will be 15 days, with total length determine by sampling efficiency and weather days.

The work will take place between July 15, 2024 and August 15, 2024, with an additional option year for the same dates in 2025.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The Department of Fisheries and Oceans will compensate the contractor based on the number of days of the scientific charter. The charter will begin when science personnel load their equipment and terminate when science personnel conclude their trip and exit the vessel.

All costs related to operations including, but not limited to, insurance, repairs, maintenance, food, and crew salary are to be borne by the contractor.

For the provision of all professional services, including all associated costs EXCEPT diesel fuel, (See fuel notes below) necessary to carry out the required work. The Contractor is requested to provide costs using the following pricing table, excluding GST/HST.

FUEL INFORMATION

Bidders proposed daily rates are to include all expenses except diesel fuel required for the charter vessel. **Gasoline used for the dive skiffs is to be included in the Bidder proposed daily rates.**

The purchase of marine diesel fuel will occur through a GoC standing offer. Instructions for purchasing fuel will be provided by the Project Authority upon award of contract.

If the Contractor is in a remote location where the GoC standing offer does not provided coverage invoicing for fuel by original receipt will be permitted.



Original contract : Contract award to March 31, 2025 (The work will take place between July 15, 2024 and August 15, 2024.)

Description	Estimated level of effort (A)	Fixed Daily Rate (B)	Total Price (AxB) = (C)
<p>Sockeye salmon tagging charter near Haida Gwaii</p> <p>Price is to be inclusive of the work in the SOW and all costs related to operations such as insurance, repairs, maintenance, food, and crew salary. Gasoline used for the dive skiffs is to be included in the Bidder proposed daily rates. To include mobilization, demobilization and time at sea.</p> <p>Marine Diesel fuel is excluded: The purchase of marine diesel fuel will occur through a GoC standing offer. Instructions for purchasing fuel will be provided by the Project Authority upon award of contract.</p> <p>If the Contractor is in a remote location where the GoC standing offer does not provided coverage invoicing for fuel by original receipt will be permitted.</p>	10 days	\$ _____	\$ _____
(A) Evaluated price			\$ _____

Optional Period #1 : April 2025 to March 31, 2026 (The work will take place between July 15, 2025 and August 15, 2025.)

Description	Estimated level of effort (A)	Fixed Daily Rate (B)	Total Price (AxB) = (C)
<p>Sockeye salmon tagging charter near Haida Gwaii</p> <p>Price is to be inclusive of the work in the SOW and all costs related to operations such as insurance, repairs, maintenance, food, and crew salary. Gasoline used for the dive skiffs is to be included in the Bidder proposed daily rates. To include mobilization, demobilization and time at sea.</p> <p>Marine Diesel fuel is excluded: The purchase of marine diesel fuel will occur through a GoC standing offer. Instructions for purchasing fuel will be provided by the Project Authority upon award of contract.</p> <p>If the Contractor is in a remote location where the GoC standing offer does not provided coverage invoicing for fuel by original receipt will be permitted.</p>	10 days	\$ _____	\$ _____
(A) Evaluated price			\$ _____



Fuel Direct Expenses

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The purchase of marine diesel fuel will occur through a GoC standing offer. Instructions for purchasing fuel will be provided by the Project Authority upon award of contract.

If the Contractor is in a remote location where the GoC standing offer does not provided coverage invoicing for fuel by original receipt will be permitted.

Estimated Fuel consumption for all contract periods will be included in the financial evaluation - See "Propulsion and Power Fuel Use Estimation and Costs" below. In the contract, fuel will be paid as a direct expense.

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

These expenses will be paid by DFO upon refueling at a Canadian Coast Guard fuel supplier. It is the responsibility of the supplier to monitor all fuel consumption and expected fuel costs during the mission in accordance with DFO contract requirements

PROPULSION AND POWER FUEL USE ESTIMATION AND COSTS

Propulsion and power fuel costs associated with required mission operations provided in the statement of work ([Annex "A"](#)) shall be paid as a separate direct cost.

For evaluation purposes, the bidder must provide an estimate of average fuel consumption as an hourly amount (l/hr) and total amounts taking into consideration the requirements of the vessel for at-sea operations.

The bidder must provide estimations of fuel consumption in table 2 below. Table 1 is provided as an example.



Table 1 – EXAMPLE –

Estimated propulsion and power fuel usage and cost breakdown for bid submission.

Vessel Operation/State	(i)	(ii)	(iii)	(iv)	(v)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr) (Bidder must complete)	Total Fuel (**L) $(iv) = (ii) \times (iii)$ (Bidder must complete)	Total Fuel Cost $(v) = (i) \times (iv)$ (Bidder must complete)
At sea usage	\$4 per liter	50	50 l/hr	2500 L	\$10,000.00
Evaluated fuel cost					\$20,000.00

*l/hr = liters per hour

**L = liters

Table 2 – Propulsion and power fuel usage estimation.

Vessel Operation/State	(i)	(ii)	(iii)	(iv)	(v)
	Fuel Cost (provided by DFO)	Estimated Total Mission Hours for initial period and all option Periods (provided by DFO)	Propulsion Fuel Burn Rate (*l/hr) (Bidder must complete)	Total Fuel (**L) $(iv) = (ii) \times (iii)$ (Bidder must complete)	Total Fuel Cost $(v) = (i) \times (iv)$ (Bidder must complete)
At sea usage	\$4 per liter	50 hours	_____ l/hr	_____ l	\$ _____
(B) Total evaluated fuel cost					\$ _____

*l/hr = liters per hour

**L = liters

Evaluated Price	
Evaluated price (excluding fuel)	\$ _____ (A)
Evaluated fuel cost	\$ _____ (B)
Total all-inclusive evaluated price	\$ _____ = (A) + (B)
All prices do not include any applicable tax	



ANNEX C - INSURANCE CONDITIONS MARINE LIABILITY INSURANCE

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

For the province of Quebec, send to:

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



For other provinces and territories, send to:

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

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



ANNEX D - EVALUATION CRITERIA

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. **A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work subsequent to DFO inspection.**

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. Upon completion of the RFP process, all bidders will be informed of their ranking. (example – 1st, 2nd 3rd or 4th) If the 1st ranked bidder passes their inspection they will be awarded the contract. If the vessel fails the inspection we will contact the 2nd ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or we run out of qualified bidders.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

No.	Mandatory Criteria	Meets Criteria (✓)	Reference to Bidder's Proposal (Page #)
BASIC VESSEL REQUIREMENTS			
MC1	The vessel must have the following specifications be a purse seiner and have a minimum length of 40'. <i>- To Be Evaluated from Vessel Information Sheet.</i>		
MC2	The vessel must have the necessary gear to safely seine for adult salmon, as well as the capacity to remove fish securely from codend with minimal harm (e.g., via long handled dipnet) <i>- An attestation is acceptable to meet this criterion. This may be subject to inspection.</i>		
MC3	The vessel must have a minimum of 1 m by 1 m (3 ft x 3 ft) space for indoor equipment storage and 3 m by 3 m (10 ft x 10 ft) space for outdoor equipment storage suitable for totes. Outdoor storage can be below decks (e.g. in empty fish hold). <i>- An attestation is acceptable to meet this criterion. This may be subject to inspection.</i>		
MC4	The vessel must have sufficient (40 ft ²) deck space for tagging operations, a tote with flow through seawater for fish recovery (e.g. coho salmon live box), and access to seawater hose for aerating fish while tagging. <i>- An attestation is acceptable to meet this criterion. This may be subject to inspection.</i>		



No.	Mandatory Criteria	Meets Criteria (✓)	Reference to Bidder's Proposal (Page #)
VESSEL ACCOMODATIONS			
MC5	<p>The vessel must have a minimum of two bunks available to be used by DFO personnel.</p> <p><i>- To Be Evaluated from Vessel Information Sheet.</i></p>		
MC6	<p>The vessel must have at least one functioning marine head and one functioning shower which can be used in privacy for male or female science staff.</p> <p><i>- To Be Evaluated from Vessel Information Sheet along with attestation that they are in working order.</i></p>		
MC7	<p>The vessel must have a galley equipped with a safe, functioning cook stove, refrigerator for food storage, and sink for washing food, dishes and cooking equipment, and adequate potable water for the duration of a 15 day survey.</p> <p><i>- An attestation is acceptable to meet this criterion. This may be subject to inspection.</i></p>		
VESSEL ELECTRONIC EQUIPMENT			
MC8	<p>The vessel must be equipped with approved with DGPS and plotter, VHF radio, depth sounder, radar, navigation software and digital charts.</p> <p><i>- To Be Evaluated from Vessel Information Sheet.</i></p>		
CERTIFICATIONS			
MC9	<p>All required Transport Canada, or equivalent maritime licenses or certifications applicable to operating the vessel in Western Canada coastal and pacific waters. Including:</p> <ol style="list-style-type: none"> 1. Marine radio license 2. Marine emergency duties certificate 3. Valid TC vessel inspection certificate 4. Valid life raft certificate <p><i>- To be evaluated from copy of the license(s) or certificates. If bidder believes certificates are attainable prior to survey, proof of subscription is valid.</i></p>		
MANDATORY CAPTAIN REQUIREMENTS			
MC10	<p>The vessel captain must have a minimum of five (5) years of purse seine fishing experience in British Columbia waters within the past 20 years with at least two (2) years occurring within the past 10 years. The offeror should provide a resume that contains the following information to show there experience:</p> <ol style="list-style-type: none"> 1. Relevant experience: include time period work was performed in date format (MM/YY to MM/YY) clearly identified as well as general description of fishery. <p><i>- An attestation is acceptable to meet this criterion.</i></p>		



No.	Point Rated Criteria	Point breakdown	Evaluated Score	Proposal Cross-reference Page (to be completed by bidder)
RC1	Additional living accommodations for science: 3 or more bunks (2 points) Two (2) points for additional(s) bunk(s)	3 bunks and more : 2 points	/2 points Max score : 2 points	
RC2	Additional experience by the Captain with scientific work as a Captain. Scientific work includes, but is not limited: Stock assessment survey(s) Test fisheries with onboard observers To demonstrate this experience, bidders should explicitly state the year(s) in which the scientific work was conducted, the title of the scientific project (e.g., 2017 – Pacific herring spawn survey), and provide a brief project description. Five (5) points per each year of previous experience with scientific work, up to a maximum of 20 points	1 year's experience : 5 points 2 year's experience : 10 points 3 year's experience : 15 points 4 year's experience : 20 points	/20 points Max score : 20 points	
Evaluated score			/22 points	