



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

Bid Receiving/Réception des  
soumissions

Tammy O'Toole  
Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches  
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AND : [Karen.Dolan@dfo-mpo.gc.ca](mailto:Karen.Dolan@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).

<b>Title / Titre</b> Fortune Bay Acoustic Herring Tagging Project		<b>Date</b> May 23, 2024
<b>Solicitation No. / N° de l'invitation</b> 30005682		
<b>Client Reference No. / No. de référence du client(e)</b> 30005682		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14:00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) <b>On / le :</b> June 6, 2024		
<b>F.O.B. / F.A.B.</b> Destination – Voir ci-inclus	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b>  Karen Dolan, Contracting Specialist <b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a> AND : <a href="mailto:Karen.Dolan@dfo-mpo.gc.ca">Karen.Dolan@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the 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, by telephone or in person.

### **1.4 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 (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

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) (<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

#### Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:



1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

**Completeness of the Bid Checklist**

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

**2.2 Submission of Bids**

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

For documents sent by mail please notify the contracting authority via email ([DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca)), that you re submitting a document by mail to the address identified on Page 1 of the RFP document.

**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 **Newfoundland and Labrador**.

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)

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 \$33,400 for goods and \$133,800 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

- (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 PDF format)
- Section II: Financial Bid** (one PDF format)
- Section III: Certifications** (one PDF format)
- Section IV: Additional Information** (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 (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 - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### **4.2.1 Tiebreaker Determination**

In the event, following a successful technical and financial evaluation, one or more (1) responsive bids have an equal total amount of points, the contract will be recommended for award to the bidder with the lowest all-inclusive price.



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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Conditional Set-aside for Indigenous Business**

Bidders must complete Attachment 2 to Part 5 if they are an Indigenous Company and wish to be considered for a Procurement Set-aside.

### **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 property 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 1 to Part 5.

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 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.

**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



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## 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](#)



**ATTACHMENT 2 TO PART 5  
SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION**

1. Set-aside for Indigenous Business

1.1 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.

1.2 The Bidder:

- a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.

1.4 The Bidder must check the applicable box below:

The Indigenous business has fewer than six full-time employees.

OR

The Indigenous business has six or more full-time employees.

**2. Owner/ Employee Certification – Set-aside for Indigenous Business**

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

1. I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") 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 Canada.

\_\_\_\_\_  
**Name of owner and/or employee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## PART 6 – RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

**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.**

**6.3.1.1** [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.1.2** Subsection 10 of [2010B](#) (2013-03-21), 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.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: Project Authority and the AP Coder (*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





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

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from contract award to inclusive **March 31, 2025**.

### 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 10 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: Karen Dolan  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6

Telephone: 782-377-7245

E-mail address: [DFO.Tenders-Soumissions.MPO@df-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@df-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)*

The Contractors Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 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: 2019-01](#) 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.

### 6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Acquisition Card
- b. 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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *[insert the name of the Project/Technical Authority and the AP Coder]* 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 [A8501C](#) (2014-06-26), Vessel Charter - 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 **Newfoundland and Labrador**.

### 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) apply;
- 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 inserted at Contract award)*.

### 6.12 Insurance - Specific Requirements

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

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

The Contractor must 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 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.



## 6.14 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](#)".
- (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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 6.15 Environmental Considerations

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

- a) Paper consumption:
  - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
  - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
  - Use public transportation or another method of green transportation as much as possible.



## **6.16 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.



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## ANNEX "A" - STATEMENT OF WORK

### **TITLE:**

Fortune Bay Acoustic Herring Tagging Project

### **CONTRACT PERIOD:**

Contract award through to March 31, 2025, with options to renew for 1 additional 1-year periods at the sole discretion of Fisheries and oceans Canada (DFO).

The option period if exercised will be April 1, 2025 through to March 31, 2026.

### **PROJECT WORK:**

Work will take place for up to 3 days from June 1 - July 15 (preferable in the month of June).

Optional work: If tagging is unsuccessful in that time period, another trip may be attempted in the Fall (September – November) at the sole discretion of DFO. Exact dates to be provided if and when option years are exercised.

### **BACKGROUND:**

Fisheries and Oceans Canada (DFO) will be chartering a fishing vessel to conduct herring tagging which will include the use of a commercial capelin and/or herring seine in Fortune Bay during spring / summer 2024.

DFO intends to conduct more herring tagging in Fortune Bay in the spring / summer of 2025.

Herring tagging projects were conducted in the past for Newfoundland and Labrador (NL) herring stocks (1970s-1980s). Those results were used to define stock complex boundaries. With the advent of climate change and changes to ecosystem processes, it would be beneficial to conduct new tagging studies to investigate potential spatial and temporal changes to Atlantic herring distributions. The results of this tagging study will help inform the timing of herring acoustic surveys and will be incorporated into herring stock assessments which are used to provide advice to fisheries managers.

### **LOCATION OF WORK:**

Fortune Bay (specific location will vary depending on the location of herring aggregations but expected to focus around Long Harbour, Fortune Bay).

### **OBJECTIVE:**

The objective of this project is to conduct herring tagging and deploy acoustic receivers to obtain data on herring spatial distribution and migration patterns in Fortune Bay. The results will be used to better inform stock assessments.

### **SCOPE OF WORK:**

The work will involve searching Fortune Bay for aggregations of herring, loosely catching herring in a purse, bar or tuck seine in order for DFO staff to dipnet around 250 live herring into large containers on board the vessel. DFO staff will then conduct acoustic tagging on a subset of the catch and release all fish back into the ocean. The work will also involve assisting in the deployment of 5-10 acoustic receivers in Fortune Bay (the work is planned in the area of Long Harbour in Fortune Bay). The vessel crew will be responsible for operating the trap hauler/winch during deployment and retrieval of acoustic receivers and their moorings.

Prior to the start of the work, one or two DFO Science staff will meet the vessel at a predetermined location to conduct a survey of the vessel including inspections of all fishing gear, safety equipment, machinery, electrical and electronic systems, and any related equipment. Equipment and/or conditions deemed unsatisfactory must be rectified by owner prior to commencement of the survey or the contract will be cancelled.



Up to two full workdays prior to the start of the survey may be required to install the tagging equipment aboard the vessel, during which time power will be needed to test pumps and computer equipment. These days will be paid at the agreed upon charter day rate. Days between this installation and deployment and the start of the actual tagging work, if there are any, will not be paid.

The 2024 tagging work will be conducted after contract award through to March 31, 2025 for up to 3 consecutive days. Up to four DFO staff will be onboard the vessel to conduct the herring tagging and deployment of the acoustic receivers. DFO staff will be staying at accommodations on shore and will join the vessel before departure each day. The work will be considered completed once all planned acoustic receivers have been deployed and the acoustic tags implanted into the planned number of Atlantic herring, or the maximum number of sampling/work days have been reached. Work may take place at night depending on the availability and location of Atlantic herring in Fortune Bay.

The Contractor will provide a minimum of 3 crew that will operate the seine and assist DFO Science staff as needed with sample/data collection and deployment of scientific equipment.

All staff (DFO) and Contractor Crew must adhere to safe work procedures.

## **MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR**

### **VESSEL REQUIREMENTS:**

1. The vessel must be registered in Canada and have a Safe Manning Document as per Transport Canada requirements.
2. Operations will be conducted from near shore within the general area of Fortune bay (approximately 10 miles distance).
3. The vessel is to be capable of conducting fishing activities 12 hours per day.
4. The vessel is to have potable fresh water, fuel and provisioning endurance for up to 5 days.
5. The vessel is to meet all Government safety and insurance regulations for a vessel of its type, size and complement of crew and DFO scientific staff, including life boat, life jackets, life preservers and a first aid kit.
6. The vessel will have the ability to maintain a cruising speed of 7 knots under reasonable weather conditions (wind below 25 knts and/or wave height of 3m or less).

### **EQUIPMENT REQUIREMENTS:**

The vessel must be equipped with:

1. A diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for Science staff instrumentation (e.g. acoustic equipment, computer) via two dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular fishing/sailing operations.
2. The temporary installation of additional navigation equipment displays on the bridge for the period of operation. The cost of such installation and removal will be borne by DFO.
3. The vessel requires enough space on deck to securely house 2 large Xactic tubs and a small table that will be used for surgery during fish tagging. Total minimum deck space required is roughly equivalent to 4 large Xactic tubs.

### **ACCOMMODATIONS AND STORAGE REQUIREMENTS:**

1. A minimum of one toilet is to be provided in a private area, including the availability of hot running water.
2. Smoke detectors must be installed at strategic locations.
3. Three meals a day are required.
4. Smoking will be allowed only in a designated location aboard the vessel.
5. Storage space (approximately 5m<sup>2</sup>) shall be provided for storing scientific equipment, packing boxes, spares, etc. And shall be accessible while at sea.
6. One dedicated 120 VAC, 60 HZ, 15 Amp circuits/plugs must be made available for a DFO computer (laptop) in the wheelhouse during operations. Another dedicated 120 VAC, 60HZ, 15 amp





circuits/plugs must also be available on deck to power small pumps used during operations. Space must be protected from weather.

7. The vessel shall be capable of sustained operations for up to 5 days and therefore, is to have adequate stores and storage for fluids, including lubricating oil, waste oils, grey and black water, etc.

#### **CREW REQUIREMENTS:**

1. The Vessel Owner will provide a Captain and a minimum of 3 crew members. The Master and officers shall be duly certified in compliance with the Safe Manning Document.
2. The Vessel Crew will have the ability to safely operate the seine and other various gears required as DFO staff will not be assisting with fishing or sailing operations.
3. The Vessel Crew will be responsible to operate the trap hauler/winch if needed during the deployment/retrieval of acoustic receivers.

#### **FISHING GEAR REQUIREMENTS:**

1. A commercial herring purse seine, bar or tuck seine will be available as the primary fishing gear.
2. All necessary purse/bar/tuck seine accessories and equipment, including a power block and a tow-off skiff must be available.
3. A trap hauler or winch will be available to help deploy and retrieve acoustic receivers and their moorings.
4. The vessel must be equipped with it's own acoustic equipment (e.g., fish sounder) to detect fish aggregations.
5. The fishing deck must be well illuminated for work to be safely conducted during hours of darkness.
6. A deck hose and wash down pump must be available.
7. Vessel crew will be responsible for timely repair and replacement of gear should damage occur. All gear must be in good condition prior to the beginning of the work.

#### **CONTRACTOR OBLIGATION**

The contractor will:

- Sail away from the wharf when weather and conditions permit, until the work is complete. Daily fishing cruises will be completed on a 12-hour per day basis.
- Search for aggregation of Atlantic herring in Fortune Bay using their own onboard acoustic equipment.
- Seine for Atlantic herring using a herring seine or bar/tuck seine, as directed by DFO staff. The caught fish will be loosely pursed in order for DFO staff to dipnet 250 fish on board in the Xactic tubs. Fish need to be loosely pursed in order to reduce damage and stress during tagging.
- Vessel crew must be responsible for timely repair and replacement of fishing gear should damage occur.
- Assist in the deployment of acoustic receivers (weights, buoys and receiver).
- Deploy a CTD (conductivity, temperature, and depth instrument), with assistance from DFO staff.
- Preserve frozen samples if necessary (freezers provided by DFO if necessary).
- Release all fish caught that are not taken as samples back into the ocean.

#### **DEPARTMENTAL SUPPORT**

DFO will:

- Provide a list of locations for acoustic receivers with associated latitude and longitude coordinates.
- Provide a commercial 11 cubic foot freezer (-20 C) that shall be installed for exclusive use of the DFO.
- Collect oceanographic data using a CTD (DFO staff).
- Dipnet herring from seine into Xactic tubs and conduct tagging surgeries before releasing all fish.
- Install/remove additional navigation equipment.



- Obtain an Experimental license and a Species at Risk permit.
- Provide 3 days' notice if the project is to be cancelled.

#### **METHOD AND SOURCE OF ACCEPTANCE**

Work will be deemed acceptable provided that the acoustic receivers are deployed and the planned number of acoustic tags are implanted into herring within the 3 day timeframe.

#### **PROJECT MANAGEMENT CONTROL PROCEDURES**

The individual identified in the proposal as the scientist-in-charge shall: determine scheduling of sailing and landing dates, daily objectives to accomplish, all required sets and associated data collection on time and within budget. Progress will be discussed with the Contractor and work plan adjusted as weather or circumstances requires.

#### **LOCATION OF WORK, WORK SITE and DELIVERY POINT**

The work will be conducted onboard the contractor's vessel in Fortune Bay, Newfoundland.

The vessel must be willing to berth at various ports in Fortune Bay for the duration of the project. Note: Ports will be determined by operational requirements.

#### **LANGUAGE OF WORK**

The language of work and deliverables is English

#### **TRAVEL AND LIVING**

All travel costs and living expenses for the Captain, Crew and vessel are the responsibility of the Contractor or Individual. DFO is not responsible for any travel costs or living expenses for the Captain or Crew of the contracted vessel.

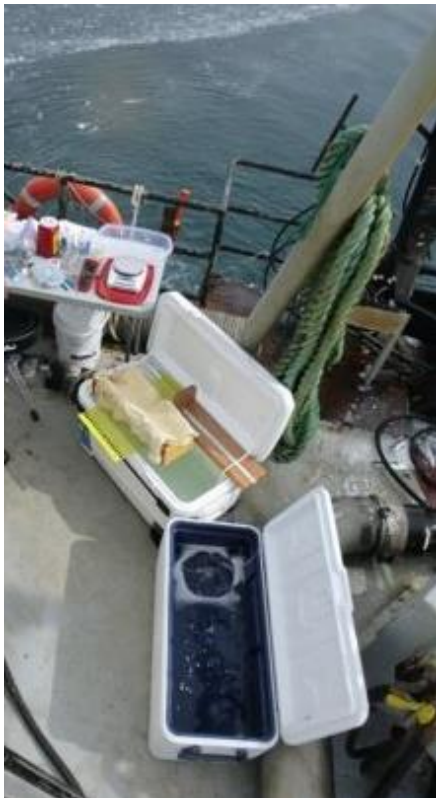


Figure 1. Example of surgery setup for tagging (large Xactic tubs not shown).



**ANNEX "B" - BASIS OF PAYMENT**

For the provision of vessel charter services, including all associated costs, **excluding fuel**, necessary such as but not limited to insurance, repairs maintenance, food lodging, crew salary, etc required to carry out the work.

The bidder is required to submit firm prices below for the initial contract period and all subsequent option periods. The bidder must not alter the tables. Any response that includes altered tables will be declared non-responsive and will be excluded.

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 contractor will be paid a single payment, per contract year, at the completion of work.

**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.

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. If total propulsion and power fuel costs are expected to exceed the maximum of the total current propulsion and power fuel cost specified within the signed contract, the supplier will be required to notify the Contracting Authority and Project Authority to seek approval to initiate or continue mission operations.

**Table 1a: Initial Contract Period: Contract Award – March 31, 2025**

Estimated summer timeframe: between June 1 – July 15, 2024

Description	Estimated Level of Effort	Daily Rate	Total Cost
Mobilization and demobilization, equipment maintenance	1 day (12 hrs per day)	\$ _____	\$ _____
Sea Duty - Vessel Rate  **Exclusive of Fuel	3 days (12 hrs per day = 36 hrs)	\$ _____	\$ _____
<b>Initial Contract Period</b>			
<b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____	<b>(A)</b>



**Table 1b: Optional Work: Initial Contract Period: Contract Award – March 31, 2025**

Estimated fall timeframe: September 1 – November 30, 2024

Description	Estimated Level of Effort	Daily Rate	Total Cost
Mobilization and demobilization, equipment maintenance	1 day (12 hrs per day)	\$ _____	\$ _____
Sea Duty - Vessel Rate  **Exclusive of Fuel	3 days (12 hrs per day = 36 hrs)	\$ _____	\$ _____
<b>Initial Contract Period</b>  <b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____ <b>(B)</b>	

**Table 2a: First option year: April 1, 2025 – March 31, 2026**

Estimated summer timeframe: between June 1 – July 15, 2025

Description	Estimated Level of Effort	Daily Rate	Total Cost
Mobilization and demobilization, equipment maintenance	1 day (12 hrs per day)	\$ _____	\$ _____
Sea Duty - Vessel Rate  **Exclusive of Fuel	3 days (12 hrs per day = 36 hrs)	\$ _____	\$ _____
<b>First Option Period</b>  <b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____ <b>(C)</b>	

**Table 2b: Optional Work: First option year: April 1, 2025 – March 31, 2026**

Estimated fall timeframe: September 1 – November 30, 2025

Description	Estimated Level of Effort	Daily Rate	Total Cost
Mobilization and demobilization, equipment maintenance	1 day (12 hrs per day)	\$ _____	\$ _____
Sea Duty - Vessel Rate  **Exclusive of Fuel	3 days (12 hrs per day = 36 hrs)	\$ _____	\$ _____
<b>First Option Period</b>  <b>Customs duties included. Fuel and Applicable Taxes are extra.</b>		\$ _____ <b>(D)</b>	



**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 sea duty and stand-by operations.

The bidder must provide estimations of fuel consumption in table 3 below.

Table 1 is provided as an example only.

**Table 1 – EXAMPLE ONLY** – Estimated propulsion and power fuel usage and cost breakdown for bid submission.

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	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)  (d) = (b) x (c)  (Bidder must complete)	Total Fuel Cost  (e) = (a) x (d)  (Bidder must complete)
Sea Duty usage	\$4 per liter	250 hours	30 l/hr	7500 L	\$30,000.00
Total evaluated fuel cost					\$30,000.00

\*l/hr = liters per hour

\*\*L = liters

**Table 3 - Propulsion and power fuel usage estimation.**

Vessel Operation/State	(a)	(b)	(c)	(d)	(e)
	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)  (d) = (b) x (c)  (Bidder must complete)	Total Fuel Cost  (e) = (a) x (d)  (Bidder must complete)
Sea Duty usage	\$ 2.70 per liter	144 hours	_____ l/hr	_____ L	_____ \$
<b>(E) Total evaluated fuel cost</b>					_____ \$

\*l/hr = liters per hour

\*\*L = liters



**For Evaluation Purposes - Total Evaluated Price:**

<b>Description</b>	<b>Total Cost</b>
<b>Table 1a:</b> Initial Contract period: Sea Duty - Vessel Rate	\$ _____ <b>(A)</b>
<b>Table 1b:</b> Optional work: Initial Contract period: Sea Duty - Vessel Rate	\$ _____ <b>(B)</b>
<b>Table 2a:</b> 1 <sup>st</sup> Option period: Sea Duty - Vessel Rate	\$ _____ <b>(C)</b>
<b>Table 2b:</b> Optional work: 1 <sup>st</sup> Option period: Sea Duty - Vessel Rate	\$ _____ <b>(D)</b>
<b>Table 3:</b> Total evaluated fuel cost	\$ _____ <b>(E)</b>
<b>Total all-inclusive evaluated price</b> (Excluding applicable taxes)	\$ _____
<b>All prices do not include any applicable taxes</b>	



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## 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 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 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 all of the mandatory criteria will be excluded from further consideration.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal. If the vessel fails the inspection we will contact the 2<sup>nd</sup> ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or there are no more qualified bidders.

The proponent **should** include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Bidders **must** provide proof of meeting each Mandatory Requirement, such as copies of certifications, licences, logbooks, diagrams, schematics, or photographs. Simply stating you meet the criteria does not constitute proof.

**For the Bidder's examples:**

Experience is to be used to demonstrate compliancy and should include the following information:

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

**Mandatory Technical Evaluation Criteria**

Bidders are required to provide evidence that they clearly meet the Mandatory Requirements and fill out the table below.

Item	Mandatory Criteria	Proposal page number
<b>M1</b>	The Bidder must submit a copy of the ship's plan and layout. The plan must highlight: <ul style="list-style-type: none"> <li>- Locations of toilet facilities;</li> <li>- Smoke detector locations;</li> <li>- Designated outdoor smoking area;</li> <li>- Designated storage area for DFO equipment;</li> </ul>	



Item	Mandatory Criteria	Proposal page number
	<ul style="list-style-type: none"> <li>- 120 VAC, 15 amp circuits/plugs that can be made available to DFO for continuous use (24 hours)</li> </ul>	
<b>M2</b>	<p>The Bidder must submit:</p> <ul style="list-style-type: none"> <li>- Most recent safety inspection certificate;</li> <li>- Transport Canada Vessel Registration</li> <li>- Safe Manning Document;</li> <li>- Proof of Workers Compensation Registration</li> </ul> <p>Copies of the registration, certificates and documents must be submitted as proof.</p>	
<b>M3</b>	<p>The vessel must be capable of conducting continuous fishing activities for 12 hours per day.</p> <p>A minimum of one project example must be submitted as proof.</p>	
<b>M4</b>	<p>The vessel must have potable fresh water, fuel, and provisioning endurance for up to five days.</p> <p>A written attestation must be submitted as proof.</p>	
<b>M5</b>	<p>The vessel must be a minimum length of 45 feet and maximum length of 75 feet (LOA).</p> <p>Vessel schematics must be submitted as proof.</p>	
<b>M6</b>	<p>The vessel must meet all of the Government safety regulations for a vessel of its type, as outlined below, the size and complement of crew and four DFO staff, including life boats, life jackets, immersion suits and first aid kits.</p> <p><a href="https://tc.canada.ca/en/marine-transportation/marine-safety/small-fishing-vessel-safety?utm_campaign=tc-marine-safety-ongoing&amp;utm_medium=vurl&amp;utm_source=canada-ca-fishing-vessel-safety">https://tc.canada.ca/en/marine-transportation/marine-safety/small-fishing-vessel-safety?utm_campaign=tc-marine-safety-ongoing&amp;utm_medium=vurl&amp;utm_source=canada-ca-fishing-vessel-safety</a></p> <p>Pictures must be submitted as proof.</p>	
<b>M7</b>	<p>The vessel must have sufficient power to maintain a cruising speed of 7 knots under reasonable weather conditions.</p> <p>A written attestation must be submitted as proof.</p>	
<b>M8</b>	<p>The vessel must have a diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for Science staff instrumentation via three dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular ship operations.</p> <p>Photo(s) must be submitted as proof.</p>	
<b>M9</b>	<p>The vessel must have enough space (approximately 2 square feet) to accommodate a laptop computer or large computer monitor on the bridge in order to temporarily install additional navigation equipment</p>	



Item	Mandatory Criteria	Proposal page number
	<p>displays for the period of the operation. The coast of such installation and removal will be borne by DFO.</p> <p>A photo of vessel schematics must be submitted as proof.</p>	
<b>M10</b>	<p>The vessel requires enough space on deck to securely house 2 large Xactic tubs and a small table that will be used for surgery during fish tagging. Total minimum deck space required is roughly equivalent to 4 large Xactic tubs. (approximately 64 sq ft)</p> <p>The vessel schematics must be submitted as proof.</p>	
<b>M11</b>	<p>The vessel must have a minimum of one (1) toilet in a private area, including availability of hot running water.</p> <p>The vessel schematics must be submitted as proof.</p>	
<b>M12</b>	<p>The vessel must have smoke detectors installed.</p> <p>The vessel schematics must be submitted as proof.</p>	
<b>M13</b>	<p>The vessel may have a designated smoking area.</p> <p>The vessel schematics must be submitted as proof.</p>	
<b>M14</b>	<p>The vessel must have a storage area with the following criteria:</p> <ul style="list-style-type: none"> <li>- Is at least 5m<sup>2</sup> in a single area for storing scientific equipment, packing boxes, spares, etc.</li> <li>- One dedicated 120 VAC, 60 HZ, 15 Amp circuits/plugs must be made available for a DFO computer (laptop) in the wheelhouse during operations. Another dedicated 120 VAC, 60HZ, 15 amp circuits/plugs must also be available on deck to power small pumps used during operations. Space must be protected from weather.</li> <li>- Have access to the deck for running cables to the CTD unit.</li> <li>- Must be protected from weather</li> </ul> <p>The vessel schematics and photos must be submitted as proof.</p>	
<b>M15</b>	<p>The vessel must be capable of sustained operations at sea for up to 3 days with adequate stores and storage for fluids, including lubrication oil, waste oils, grey and black water, etc.</p> <p>A minimum of one project example must be submitted as proof.</p>	
<b>M16</b>	<p>The Vessel Owner will provide a Captain and a minimum of 3 crew members. The Master and officers shall be duly certified in compliance with the Safe Manning Document.</p> <p>A copy of each of their certificates must be provided as proof.</p>	



Item	Mandatory Criteria	Proposal page number
<b>M17</b>	<p>The Vessel Crew must have the ability to safely operate the seine and other various gears required as DFO staff will not be assisting with fishing or sailing operations.</p> <p>The bidder must provide at minimum one project example per crew member as proof.</p>	
<b>M18</b>	<p>The Captain must have fished small pelagic species (e.g., capelin, mackerel, herring) using a purse seine, tuck seine or bar seine in at least three of the last six years (2016-2021).</p> <p>The bidder must provide at minimum one project example per crew member as proof.</p>	
<b>M19</b>	<p>The vessel must have a commercial herring purse seine, bar or tuck seine and all accessories required for operating it must be available on board. Accessories include: power block, tow-off skiff of sufficient size and power to handle the seine.</p> <p>Photos must be submitted as proof.</p>	
<b>M20</b>	<p>A trap hauler or winch must be available to help deploy the retrieve acoustic receivers and their moorings.</p> <p>Photos must be submitted as proof.</p>	
<b>M21</b>	<p>The fishing deck must be illuminated for work during hours of darkness.</p> <p>Photos must be submitted as proof.</p>	
<b>M22</b>	<p>A deck hose and wash down pump must be available.</p> <p>Photos must be submitted as proof.</p>	