



014

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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Chartering of a vessel specialized in purse seine fishing to catch live herring in the western sector of NAFO Division 4S		Date Septembre 6th, 2023
Solicitation No. / N° de l'invitation 30004546A		
Client Reference No. / No. de référence du client(e) 30004546A		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM / 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : Friday September 15th, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Marie-Carmen Sedji – Procurement Specialist Email / Courriel: DFO.tenders-soumissions.MPO@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 Reissue of Bid Solicitation

1.1.1 This bid solicitation cancels and supersedes previous bid solicitation number 30004546 dated July 21st, 2023 with a closing of August 4th, 2023 at 2:00 pm ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.2 Security Requirements

There are no security requirements related to this solicitation.

1.3 Statement of Work

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

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.

1.5 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.



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

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 (seven) 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 Quebec.



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 \$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.

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

- Section I:** **Technical Bid** (one soft copy in PDF format)
Section II: **Financial Bid** (one soft copy in PDF format)
Section III: **Certifications** (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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"

3.1.1 SACC Manual Clauses



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

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - [A0027T \(2022-12-01\)](#)

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



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Attachment 2 to Part 5) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP



Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable,



the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.2.4 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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



Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Print Name

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



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

1. 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 check the applicable box below:
 - I. The Indigenous business has fewer than six full-time employees.
OR
 - II. The Indigenous business has six or more full-time employees.
5. 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.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2. Owner 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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**, ANNEX A :

- 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

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](#) (2022-03-21), 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 with a cc to: [\[insert the name of the Project/Technical Authority and the AP Coder\]](#). 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 Award to November 29, 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-Carmen Sedji
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Dr, Fredericton, NB E3C 2M6

Telephone: 506-478-7358

E-mail address: DFO.Tenders-Soumissions.MPO@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)*

If applicable, use the following clause and fill in at contract award only. If the term "Technical Authority" is to be used instead, use SACC Manual clause [A1030C](#)

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

Complete or delete as appropriate

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure



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

whichever comes first.

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

6.7.3 Methods of Payment

6.7.3.1 Single Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *[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 Indigenous Business Certification (if applicable)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.9.3 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification - Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]: “, as clarified on _____ *or*, as amended on _____ *and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).*



6.12 Insurance - Specific Requirements

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

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

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

6.13 SACC Manual Clauses

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

SACC *Manual* clause [A8501C](#) (2014-06-26), Vessel Charter - Contract

6.14 Dispute Resolution

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

6.15 Environmental Considerations



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

a) Paper consumption:

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

b) Travel requirements:

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



ANNEX "A" STATEMENT OF WORK

1.0 Title

Chartering of a vessel specialized in purse seine fishing to catch live herring in the western sector of NAFO Division 4S

2.0 Context

The Science Sector of Fisheries and Oceans Canada (DFO) is mandated to provide scientific information essential to the conservation and sustainable use of fisheries resources. Scientists assess stock status and advise fishery managers and industry on conservation and management measures to adopt to protect exploited species. They conduct research on the biology, ecology and physiology of marine invertebrates and fish, as well as on the factors influencing their abundance, recruitment, growth and reproduction.

The objective of this work is to develop conservation strategies that ensure the sustainable exploitation of resources, by increasing the data available on the migration patterns of herring stocks in the northern Gulf of St. Lawrence. Herring is a pelagic fish with a major ecological role since it is preyed upon by several predators, including certain species of commercial importance. It also supports important commercial fisheries in NAFO Divisions 4R, 4S, 4TVn and 4VWX.

3.0 Objectives

The overall objective of the project is to tag herring using acoustic transmitters in the western sector of division 4S (North Shore of Quebec, includes unit areas 4Si, 4Sy and 4Sz; see Figure 1) to determine the migration patterns and mixing rates of herring stocks in this area. The chartered fishing vessel will have to catch live herring using a purse seine in order to tag the herring.

To do this, the contractor must:

- Coordinate fishing activities;
- Assist DFO staff in handling live specimens;
- Assist DFO staff in taking biological measurements of fishing samples and in entering data (e.g. latitude/longitude of purse seine sets or moorings);
- Assist DFO staff in the deployment of acoustic release receivers at a few stations determined according to the fishing grounds;
- Freeze herring samples on board the vessel, properly documenting the information on the box and also inserting a label in the bag;
- Follow the instructions provided by DFO staff on board the fishing vessel and by the scientific mission head;
- Provide two water tanks of approximately 800 liters (i.e. *Xactic*) and feed them by a continuous pump using fresh, clean seawater.

The Contractor will not be allowed to make commercial landings during the contract with DFO as they will be fishing under a scientific license provided by DFO.

4.0 Study area

The fieldwork will take place on the North Shore of Quebec, primarily in NAFO unit area 4Sy, which includes the coastal segment between Baie de Moisie (located east of Sept-Îles) and Kegaska (see Figure 1). The work could extend to other sectors of the 4Sz unit area, which extends from Pointe-des-Monts to Baie de Moisie, or 4Si, which borders the 4Sz and 4Sy areas and includes the western tip of Anticosti Island.

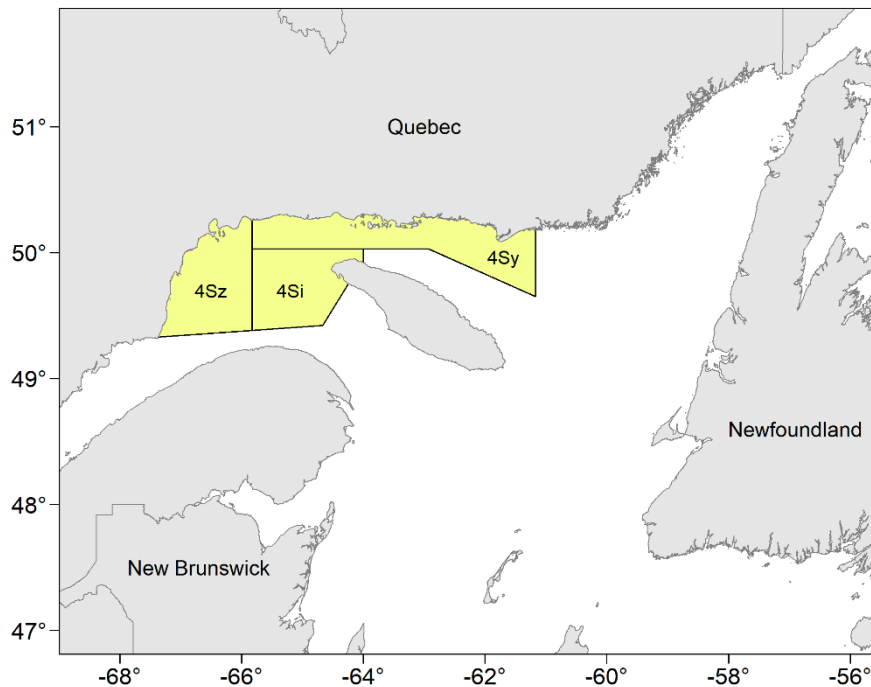


Figure 1. Study area (in yellow).

5.0 Description of work

The chartered fishing vessel will have to follow the itinerary provided by DFO in order to search the area targeted by the project. The fishing vessel should catch herring using its purse seine when aggregations of herring are detected by the echo sounder along the route traveled and when bottom conditions, currents (and winds) and the depth of the school of fish are suitable.

Herring should be caught alive in such a way as to tighten the school sufficiently, but not too much, in order to bring the specimens on board using a dip net. The herring will be kept in a holding tank (i.e. *Xactic* of about 800 liters) supplied with fresh seawater with a sufficient flow (i.e. minimum of 3-4 renewals in the tank per hour). A sub-sample of herring must be kept ($n=55$) and frozen for each fishing set that will have made it possible to capture enough herring to mark at least 30 individuals. A maximum of 110 herring could be tagged, in two or three rounds of tagging.

Once the tagging procedures have been completed, the tagged herring will be kept under observation for 1-2 hours in a second tank before being released. Tagged herring should be released with unmarked herring, and at a location where there is an aggregation of herring if possible.

The initial contract period is expected to start in October until November 30, 2023. The project duration (days at sea) is approximately 5 days. The supplier will have until November 30, 2023 to deliver the data and frozen samples, if applicable. The exact number of days at sea will be weather dependent and will be determined by the DFO scientist in charge in consultation with the contractor.

The contractor will be paid according to the number of days at sea and at dock. Days at sea include days when the vessel is looking for herring aggregations accompanied by DFO personnel. A day at sea may be counted even if no fish are caught provided that a member of the DFO scientific team judges that the crew of the fishing vessel has worked diligently. Working days will be 24 hours a day.



Loading of equipment and reception of DFO staff will take place and end in Natashquan (Qc). Transit days to get to the loading and unloading port (Natashquan, Qc) before the start of the contract will not be counted as sea days and cannot be invoiced.

Once the project has started, the days described below will be considered as a day spent at the wharf and will therefore be billed at the rate specified in Annex B (Basis of Payment):

- Scientific team loading and unloading days, if required.
- Days of bad weather conditions forcing the chartered fishing vessel to stay at the wharf.

Days spent at the wharf due to a breakdown in the equipment of the fishing vessel will not be counted as a day at sea or a day spent at the wharf. They cannot be invoiced.

The chartered fishing vessel must follow the instructions of the DFO mission head (scientist).

The fishing vessel must navigate in unit area 4Sy as a priority, unless the DFO mission head decides otherwise. The crew of the fishing vessel will assist DFO personnel in collecting samples. They will be required to help count a sub-sample of intact herring, put it in a box and freeze it on board the fishing vessel.

Fishing will be done using a purse seine, whose mesh size is adequate for catching small pelagic fish such as herring.

The contractor must provide the fishing crew, the fishing vessel and the necessary equipment (fishing gear, repair kits, maps for navigation, freezer, etc.). Tagging equipment, boxes for fish samples and plastic bags will be provided by DFO.

The Contractor will be responsible for managing its fuel and food reserves, dockside fees, and other needs.

The contractor will be required to take on board two DFO scientific staff and provide them with meals for the duration of the project. The crew will be informed of food allergies or intolerances of scientific staff. DFO staff will bring survival suits for the science crew.

The chartered vessel and fishing gear required for the project will have to be ready and previously tested before contract award, to be operational by that date. It is important that a seine damage repair kit be available on the vessel during operations.

6.0 Support and Equipment

The contractor will be required to provide the gear, labor and equipment necessary to complete the project. To do this, the contractor must ensure the coordination of fishing activities at sea and provide assistance to DFO personnel for the handling of live specimens. The contractor will have to provide two *Xactics* supplied with sea water, one to keep the herring caught using the purse seine, the other to keep the tagged herring under observation before their release. Only sample boxes will be provided by DFO.

6.1 Work progress:

The Contractor will have to inform (in advance if possible), to the DFO Project Authority, of all setbacks that could affect the proper conduct of the work.

7.0 Deliverables

The supplier must return all the frozen samples, if any, to DFO before November 30, 2023 (date of receipt of packages).



8.0 Project schedule

The detailed schedule will be determined by the chief scientist and the captain of the fishing vessel. Mobilization and demobilization will take place at the port of Natashquan and will take approximately 1 to 2 hours. The exact dates and times for mobilization, departure to the study area and demobilization will be determined in consultation with the vessel operator at the time of contract award.

9.0 Language of work

Verbal and written communications with the DFO's representative will be in English or French. The Captain and the crew can communicate in English or French.



ANNEX "B"
BASIS of PAYMENT

1. Firm price per day (24hrs/day)

The bid must be made specifying the price per day at sea (see definition of day at sea in the Statement of Work), the estimated total for 5 days at sea, as well as the price for 1 day spent at the wharf (see definition of day at wharf in the Statement of Work). Billing will be submitted according to the number of days at sea and the number of days spent at the wharf. The tenderer must complete this pricing schedule and include it in his financial bid.

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.

Loading of equipment and reception of scientific staff will take place and end in Natashquan, QC. Transit days to get to the loading and unloading port (Natashquan, QC) will not be counted as days at sea and cannot be invoiced.

The contractor will be paid according to the number of days at sea and at dock. Days at sea include days when the vessel is looking for herring aggregations accompanied by DFO personnel. A day at sea may be counted even if no fish are caught provided that a member of the DFO scientific team judges that the crew of the fishing vessel has worked diligently. Working days will be 24 hours a day.

Once the project has started, the days described below will be considered as a day spent at the wharf and will therefore be billed at the rate specified in the pricing table:

- Scientific team loading and unloading days, if required.
- Days of bad weather conditions forcing the chartered fishing vessel to stay at the wharf.

Days spent at the wharf due to a breakdown in the equipment of the fishing vessel will not be counted as a day at sea or a day spent at the wharf. They cannot be invoiced.

The firm price per day at sea MUST include ALL costs associated with conducting the work including but not limited to:

- Fishing gear
- Freight and vessel operations
- Fuel
- Crew wages
- Meals for crew and DFO scientists
- Vessel insurance
- Material (frozen fish samples and logbook)
- Communications
- Maintenance and repair
- Contract administration
- Sampling logistics
- Equipment leasing

2. Pricing table

* The number of days at sea and days spent at the wharf may vary depending on weather conditions and other unknown factors.



** The inclusion of volumetric data herein does not represent a commitment by Canada that future use of the services described in the bid solicitation will be in accordance with such data. The volumetric data in this pricing schedule are provided for bid evaluated price purposes only. They should not be considered as a contractual guarantee.

Customs and duties are included and applicable taxes are extra.

Vessel name: _____

Captain(s) name(s): _____

From contract award to November 29, 2023			
Description	Estimated number of days*	Firm price per day (24hrs/day)	Extended price
Day at sea	5**	_____ \$	_____ \$
Day at wharf	1**	_____ \$	_____ \$
Total (excluding taxes)			_____ \$



ANNEX "C"
INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Oceans and Fisheries 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**

A) MANDATORY requirements for the submissions

All of the following MANDATORY REQUIREMENTS MUST be in your submission for the proposal to be considered for further evaluation. Proposals not meeting one or many of the MANDATORY REQUIREMENTS will be disqualified.

Bidder must indicate where in the proposal the information can be found.

	Mandatory requirement	Proposal page #
M1.	<p>The bidder must possess a valid commercial fishing license in at least one of the NAFO Divisions 4RST.</p> <p>The bidder must provide copies of the following documents:</p> <ul style="list-style-type: none"> • Fishing license • Certificate of registry (Transport Canada) • Inspection certificate (Transport Canada) • Insurance certificate 	
M2.	The bidder must provide a mid-shore vessel over 35 feet in length.	
M3.	<p>The bidder must demonstrate that he owns or has access to a vessel specialized in purse seine fishing.</p> <p>The bidder must provide a description and/or a plan of his fishing gear and confirm that it is in good condition:</p> <ul style="list-style-type: none"> • Gear type • Mesh size • Dimensions, etc. 	
M4.	The vessel must have a freezer for the storage of fish samples. The freezer must be able to hold 4 boxes measuring 48.5 cm L. x 35.5 cm W. x 10.0 cm H.	
M5.	<p>The vessel must have an echosounder to detect herring aggregations.</p> <p>The bidder must provide a description (i.e. model) and/or photo of his echosounder.</p>	
M6.	<p>The vessel must have sufficient deck space to hold 2 <i>Xactics</i> with a minimum capacity of 800 L.</p> <p>The bidder must provide the dimensions as well as a photo of the deck space of the vessel.</p>	



B) Rated technical criteria

Proposals that meet all mandatory requirements will be evaluated by the following rated requirements. Proposals must achieve a minimum of 10 points in order for the bid to be declared responsive.

Bidder must indicate where in the proposal the information can be found.

	Rated technical criteria	Points	Proposal page #
R1	<p>The bidder must provide the most realistic estimate possible of the transit time between the vessel's storage location and Natashquan, Qc.</p> <p>The bidder must provide the transit speed of the fishing vessel as well as the distance of their proposed route in order to validate the estimate.</p>	<ul style="list-style-type: none"> • Less than 24 hours – 15 pts • 24-36 hours – 10 pts • 37-48 hours – 5 pts • More than 48 hours – 0 pt 	
R2	<p>The captain of the vessel must have at least 2 years of experience in purse seine herring fishing.</p> <p>To demonstrate this experience, the Bidder should provide a brief description of their herring fishing experience and must include the following information:</p> <ul style="list-style-type: none"> • Dates and duration of the project(s); • Location of the project(s) • Objectives of the project(s). 	<ul style="list-style-type: none"> • More than 10 years of experience – 10 pts • Between 6 and 10 years of experience – 5 pts • Between 2 and 5 years of experience – 2 pts • Less than 2 years of experience – 0 pt 	
R3	<p>The bidder should demonstrate that they have experience in participating in scientific projects of similar size and scope.</p> <p>To demonstrate this experience, the Bidder should provide a brief description of the project(s) in which they participated:</p> <ul style="list-style-type: none"> • Dates and duration of the project(s); • Location of the project(s); • Objectives of the project(s). 	<ul style="list-style-type: none"> • Demonstrated – 5 pts • Not demonstrated – 0 pt 	
Total			/30
Minimum of 10 points required			