



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel :
DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté 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 Acoustic Surveys and Experimental Gillnetting of Local Spawning Beds for Fall Herring		Date August 10, 2023
Solicitation No. / N° de l'invitation 30003843A		
Client Reference No. / No. de référence du client(e) 30003843		
Solicitation Closes / L'invitation prend fin At / à : 2:00 / 14:00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : 18 August, 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 : Tammy O'Toole – Contracting Specialist Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée See herein — Voir en ceci	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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Bidders must bid on both task 1 and task 2 in a region.

Bidders can bid on task 3 with other tasks, or alone.

Fill in the table in Annex “D” to identify the region(s) for which you are submitting a bid. Bidders may submit a bid for multiple regions.

Region 6) 16F – Pictou



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **15 working** days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.



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

2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "D".

4.1.2 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.



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 with 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 Integrity Provisions – Required Documentation

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

5.1.3 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](http://www.esdc.gc.ca/employment-social-development) 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 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 Status and Availability of Resources

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

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

5.2.2 Education and Experience

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

5.2.3 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.

5.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 E-mail: _____

5.2.5 Supplementary Contractor Information

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



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

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

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

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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

5.3 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: 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.

5.4 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () Direct Deposit (Domestic and International);

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

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

Signature

Print Name of Signatory



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

Requirements

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

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

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- 6.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 6.1.2 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.
- 6.1.3 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).
- 6.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

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

6.3.2.1 Subsection 10 of [2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2018-06-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date;



-
- d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (to be inserted at contract award);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024, inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tammy O'Toole
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 200 Kent Street, Ottawa, ON, K1A 0E6
Telephone: (343) 550-1758
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)

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 Contractor's Representative for the Contract is:

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid 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 \$_____ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.



6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by His Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

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

6.7.1.4 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.

6.7.1.5 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 Fuel Cost (**Excluding Task 2**) :

Region 6 \$ _____ (to be inserted at Contract award)

Total Estimated Contract Price :

Region 6 \$ _____ (to be inserted at Contract award)

(insert the sum of the firm price and the limitation of expenditure), Applicable Taxes extra.

6.7.2 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.



6.7.3 Methods of Payment- 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

Payments will be made provided that:

- 6.8.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

AP Coder - (name to be provided at award)

- 6.8.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C" Insurance Conditions;
- (f) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 Insurance - Specific Requirements [G1001C](#) (2013-11-06)

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 SACC Manual Clause

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A" STATEMENT OF WORK

1.1 Title

Acoustic surveys and experimental gillnetting of local spawning beds for fall herring:

**The work of this project is region 6, as follows:
Region 6) 16F – Pictou**

1.2 Introduction

In order to enhance scientific knowledge of fall herring populations in the southern Gulf of St. Lawrence, this project will survey fall herring spawning grounds and collect data to develop an index of abundance for each fishing area to increase area specific information in the stock assessment. The information gathered will also be used to assess local indices of recruitment, size at maturity, mesh selectivity and relative fishing mortalities. The experimental nets will also be equipped with a temperature logger to collect environmental information about conditions on the spawning areas.

The bidders must choose fishers for conducting acoustic and netting surveys in region 6, and wharf sampling in region 6. DFO will provide guidance and manage the project.

Task 1: One licensed herring fishing vessel in region 6 will conduct stratified random acoustic surveys to determine the relative abundance of the fall herring schools. This information may be used to determine relative abundance estimates for the different fishing areas.

Task 2: One licensed herring fishing vessel in region 6 will set a stand-alone multi-mesh gillnet to determine the size composition of the herring schools and to obtain indices of age-classes entering the population.

Task 3: A port sampler in Region 6 (Pictou) will conduct scientific port sampling of the commercial and experimental gill net catches. The port sampler will be responsible for measuring two commercial samples (1 time per week) and one pan of fish per mesh size sample (5 mesh sizes) from variable mesh experimental nets (1-2 times per week).

1.3 Objectives of the Requirement

This project is aimed at enhancing knowledge of local fall herring populations and their relation to the global southern Gulf of St. Lawrence herring stock, and to develop spawning-bed specific indices of biomass and relative fishing mortalities for stock assessment purposes. The data obtained from this survey will increase the spawning ground specific information and improve the assessment quality in terms of changes in selectivity over time, non-proportionality of fishery-dependent indices and lack of local stock indices. To achieve this goal, this project will produce two sets of indices: the first will be based on local acoustic surveys conducted weekly following a statistical sampling design. This index will provide information on local abundance and spatio-temporal distribution of fall spawning herring. The second will be based on multi-mesh experimental nets, which will inform relative changes in fishery selectivity over time and provide information on the demographic composition of herring.



1.4 Background, Assumptions and Specific Scope of the Requirement

Since 2002, these projects have been conducted in the southern Gulf of St. Lawrence (NAFO area 4T) on fall spawning herring. The strength of age-classes entering the fishery is important because the numbers of new age-classes entering the fishery have the most influence on changes in determining the recruitment and changes in size at maturity, as well as providing valuable information to set appropriate fishing levels from year to year. Conducting this study on each major fall herring spawning area in the southern Gulf of St. Lawrence will provide a better understanding of the zonal abundance of fish in the region, and improve the fall stock assessment.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Task 1: Fisheries and Oceans Canada requires one boat and captain in Region 6 to conduct acoustic surveys, as follows:

Region 6: One vessel in region 6 (16F), Pictou, will be responsible for completing 38 transects in eleven strata (20-30) (Figure 5). The total distance to survey is approximately 168 km (117 km of acoustic transects and 51 km of steam time between transects within a strata).

Details on the transect and steam distances within each strata of a region are outlined in table 1.



Table 1: Details for work in each strata.

Area	Stratum	Number of transects	Transect distance (km)	Steam distance (km)
Region 6	20	1	2.76	0.00
Region 6	21	3	3.66	2.79
Region 6	22	2	2.63	0.63
Region 6	23	1	1.64	0.00
Region 6	24	5	7.51	5.49
Region 6	25	5	7.78	7.64
Region 6	26	3	3.64	2.89
Region 6	27	6	68.78	5.26
Region 6	28	4	6.67	2.01
Region 6	29	4	7.51	3.35
Region 6	30	4	4.44	2.00

Acoustic surveys will take place on fall spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the fall fishery in 2023. Surveys will either be completed:

- a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or,
- b) in areas where neither spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys).

The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the fall fishery.

Surveys must be completed between 18:00 and 07:00 the following morning (time to be confirmed). Acoustic data collected will be downloaded at the end of each survey by the Fisheries Association representative or by DFO employees.

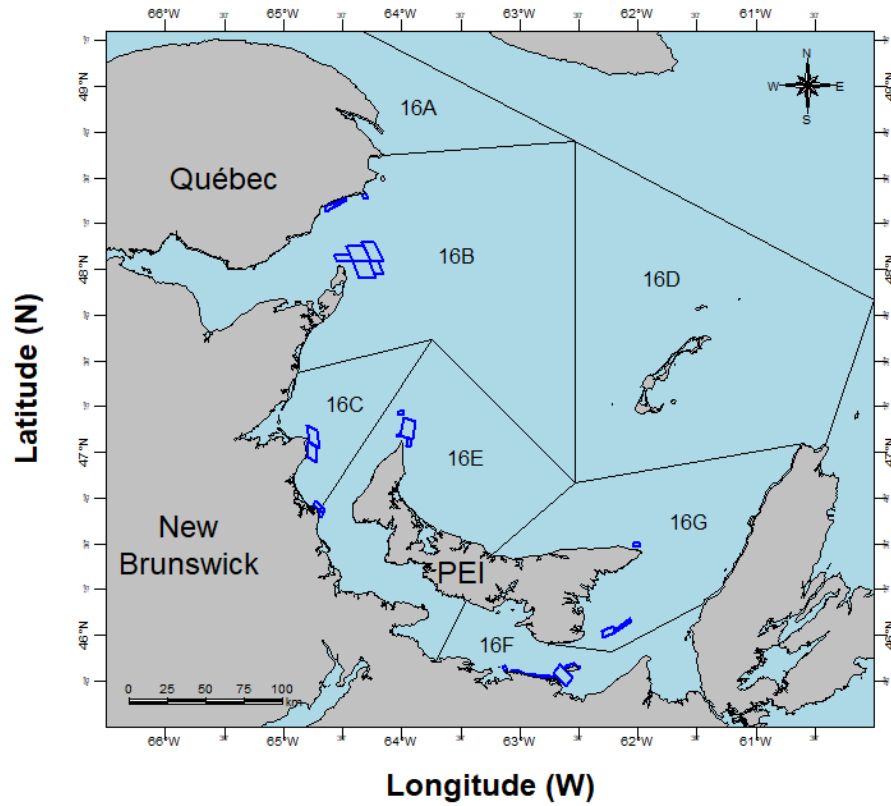


Figure 1: The strata of interest in the Gulf are shown in blue boxes.

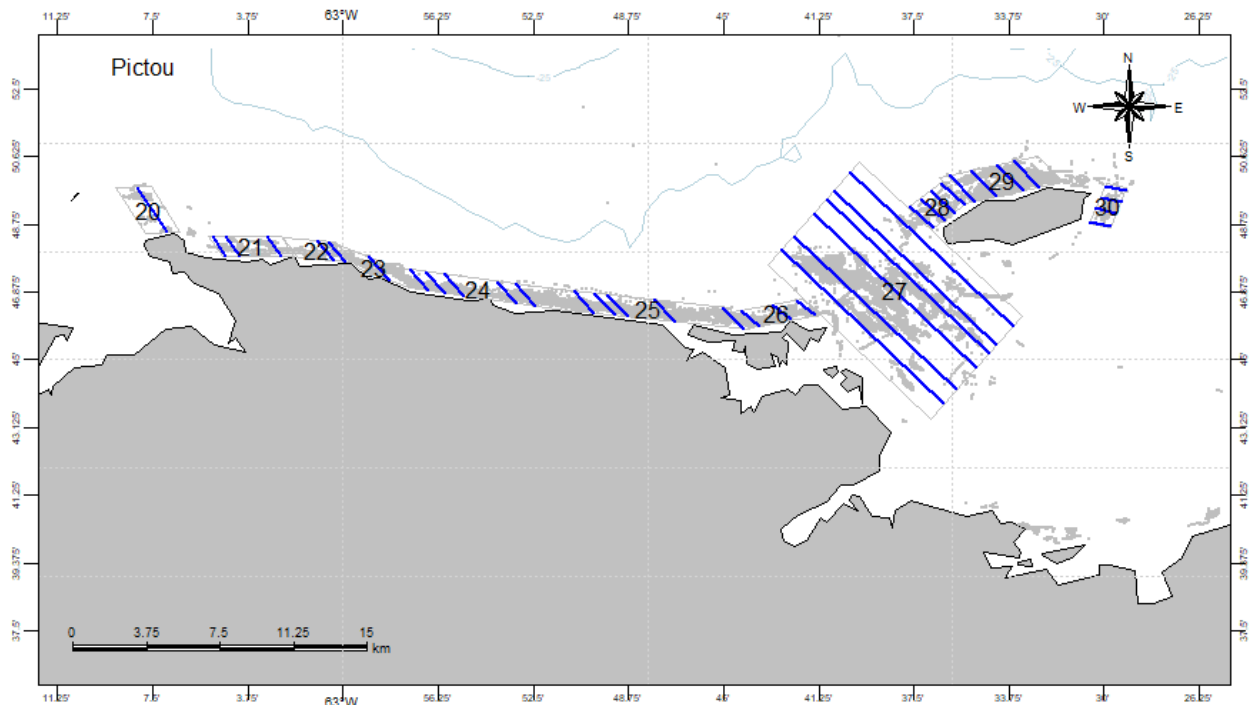


Figure 2: The eleven strata (20-30) in region 6 (Pictou) are shown in grey boxes with transects in blue.

Task 2: Fisheries and Oceans Canada requires one boat and captain to provide the gillnet fishing boat and their services together with the crew, to fish an experimental variable mesh size gillnet in Region 6.

Region 6: One vessel in region 6 (16F), Pictou, will be responsible for fishing an experimental gillnet 1 or 2 times per week (maximum of 5 times total) over the fishing season.

These experimental nets will be fished a minimum of one night a week up to a maximum of two nights a week (up to 5 nights total over the fishing season) during the fall herring gillnet fishery in various locations of the southern Gulf of St-Lawrence, depending on weather, availability of fish and seasonal closures. DFO will make all final decisions as to the total number of net sets available per region based on all of these factors. Experimental nets must be placed within the spawning school (where a fisher would set their commercial fishing nets). Experimental nets will be left in place on the spawning grounds to fish for exactly one hour. The fisher will record the exact times the net was set and lifted in the provided logbook. This information will be used to assess the demographic composition of fall spawning herring in each fishing zone. Any changes from the outlined protocol will affect the abundance estimates; failure to place the net on the spawning grounds will bias the abundance and leaving the nets longer than one hour could lead to fish loss in the nets which could again bias the abundance to lower estimates. The nets must be set as stand-alone nets and not attached to the fisher's commercial nets or attached to the boat as this could also lead to biased estimates.

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



Task 3: Fisheries and Oceans Canada (DFO) requires the services of a port sampler to conduct scientific port sampling of the commercial and experimental gill net catches in region 6. The port sampler will be responsible for measuring two commercial samples (1 time per week) and one pan of fish per mesh size sample (5 mesh sizes) from variable mesh experimental nets (1-2 times per week).

Sampling gear will be provided by DFO. The port sampler will complete and provide length frequency data sheets and labelled, frozen biological samples of each sample taken. A valid driver's license or mobility equivalent to possessing a valid driver's license is required as the sampler will be required to drive to a wharf/wharves in their sampling region.

2.2 Specifications and Standards

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

Task 1

- The same vessels documented in bid package must be used for the entire project. No substitution of vessels will be allowed unless the contractor receives written approval from the Project Authority for the project;
- DFO will provide the installation and calibration of the acoustic survey equipment.
- The fishing association or fisher is responsible for having a boat specific side mounting bracket made to attach the side-mounting transducer provided by DFO. This bracket must be made after the equipment has been installed by DFO to ensure that the bracket fits with supplied equipment and is installed in the proper location. The bracket must be installed prior to conducting any acoustic surveys.
- Acoustic surveys will take place on fall spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the fall fishery in 2023. Surveys will either be completed a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or, b) in areas where neither spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys). The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the fall fishery.
- For each survey night, captains are required to complete the transects in each stratum. All transect in a stratum must be completed before moving on to the next stratum, and all stratum in a region should be completed within that night, if possible, or over a period of two nights in a row.
- Survey speeds must not exceed 10 knots on a transect (speed will be recorded by the scientific equipment).
- Acoustic data collected will be downloaded at the end of each survey by the association or DFO employees.
- It is very important that the vessels that are chosen for this project are dry, clean and have good and reliable source of electrical power, and must not have a 120KHz sounder activated at the same time the science equipment will be used.

Task 2

- This gillnet consists of 5 panels of a length of 3 meters each with: 2", 2¼", 2½", 2⁵/₈", 2¾" mesh sizes placed at random along the net and will be provided by DFO.
- The temperature logger provided by and installed by DFO must remain on the experimental net during fishing of the nets.
- The experimental nets will ideally be fished at least one and up to two nights a week during the 2023 fall herring gillnet fishery up to 5 nights total during the fishing season.
- The nets will be fished as stand-alone nets and not attached to commercial fishing nets or to the boat.



- The nets will be placed in the herring spawning school which is the same areas where fisher would set their commercial nets.
- The nets will be left to fish for exactly 1 hour.
- The catch from each mesh size will be kept in separate pans by the captain and crew.
- The captain will fill out a logbook with the estimated catch per mesh size and the geographic location where they fished the experimental net as well as exact times the net was set and lifted. Weight is reported in kilograms, and should be based on the weight measured at the wharf, or otherwise based on the fisher's best estimate.
- The captain will call the wharf sampler on the evening that the experimental nets are fished to inform them that samples will need to be taken on the wharf.
- Fishers identified by the bidder as participants in the event of a successful bid must be holders of a valid herring gillnet license and must have experience in the herring fishery.
- A special fishing license and net tag will be issued to each fishing Captain hired to fish the experimental variable mesh size gillnet.

Task 3

Commercial sampling:

- Each week, during the commercial season, samplers are required to obtain, document and measure samples of commercial fish taken randomly from different fisher's catch (2 commercial samples per day, once each week). Each sample consists of a full pan of herring.
- To obtain a commercial sample, the sampler normally will identify him/herself to the fish pump operator and ask if he/she may have a full pan of fish coming directly from the fish pump for a scientific sample. Each commercial sample for a particular day must come from a different boat and should be from different fishing areas if possible. A commercial sample must be at least a full pan (125 lbs), about 200 fish.
- The sampler must acquire the following information from the captain: (1) Latitude and Longitude where the fish were caught, (2) Mesh size of the nets used to capture the fish, (3) Weight of fish landed, (4) Vessel name or CFVN.
- Other pertinent information (Sampler's name, Sample Number, Port, Date, gear, etc.) must be written in pencil on the header part of the water-resistant Gulf Region Commercial Sampling Form to be used to record the lengths of the fish in the sample.
- From each of these samples, a length-stratified (2 fish per half-centimeter interval) sub-sample is to be taken and frozen for further analysis in the laboratory in Moncton.
- Sub-samples from each commercial landings are frozen in one medium plastic garbage bag (usually somewhere from 20 to 30 fish). The bags are then placed in a waxed sample box. The sampler's name, sample number, the port landed, and date must be written on the box top and one end with waterproof marker. A plastic paper label containing these data should also be placed in the bag with the fish. These data must match exactly those written on the Gulf Region Commercial Sampling Form ("length-frequency sheet"). They are used to link the data obtained in the laboratory with those gathered during port sampling.
- The sampler must arrange for storage of the frozen fish samples until such time that DFO can arrange sample transport to DFO.
- When the sample has been completely measured, the fish not kept as a sub-sample may be returned to the buyer or fisher who provided it. If none of those options are available, the sampler must ask for the best way to discard the fish at this location.

Experimental multi-mesh gill net sampling:

- Experimental multi-mesh gill nets will be set 1-2 times per week by the fisher contracted to fish the experimental net in Pictou up to a maximum of 5 times over the season.
- Each time these nets are set the samplers are required to obtain all 5 pans of fish, one for each



experimental gillnet panel (one of each mesh size of 2", 2¼", 2½", 2⅝", 2¾" inches). Samplers must record the estimated total weight in each mesh and the estimated sample weight in the pan (this information will be provided by the fisher).

- Experimental samples may have less than 125 lbs/200 fish. Samplers must measure all fish in pans up to 200 fish. For pans where there are more than 200 fish, a count of fish not measured must be recorded.
- From each mesh size, a length-stratified (2 fish per half-centimeter interval) sub-sample is to be taken and frozen for further analysis in the laboratory in Moncton.
- Each mesh size sample must be measured and recorded separately (on its own sheet) and sub-samples from each net must be stored separately (in a plastic bag) and properly labelled by inclusion in the bag of a duly filled out waterproof sample label containing, as a minimum, the following: sampler's name, sample number, date and port landed and mesh size. All pertinent information (Sampler's name, Sample Number, Port, Date, Mesh Size, Vessel Name and/or CFVN, etc.) must be plainly written in pencil on the header section of the water-resistant Experimental Net Sampling Form to be used to record the lengths of the fish in each individual sample. If the sub-samples are small, several bags containing individual samples may be put in the same box after being labelled. The box must be labelled with the Port, Date, Sampler's Name and the word "Experimental" (or "Exp" for short) on top and on one side.
- When the sample has been completely measured, the fish not kept as a sub-sample may be returned to the buyer or fisher who provided it. If none of those options are available, the sampler must ask for the best way to discard the fish at this location.

2.3 Change Management Procedures

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 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.

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

3.1 Payment

Contractors will be paid on the basis of surveys/tasks completed that meet the requirements of the scientific protocols. Any surveys/tasks done outside of the scientific requirements (as to location, time, amount of gear, etc.) will not be considered valid, and no compensation will be paid (Note: This will be strictly enforced). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

The contractor will be paid at the end of the season after returning the equipment to DFO and after submitting an invoice to DFO. The contractor must provide the dates and number of nights the experimental net was fished and acoustic surveys were conducted. The captain must also provide his duly completed logbook. Invoice and logbook information will be verified by project authority before payment is authorised.

3.2 DFO Support

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

- Provision of the protocol to ensure consistency in data collection.
- Provision of echosounder and computer workstations.
- The downloading of the data will be done by DFO employees or Fisheries Association representative depending on regional agreements.



- Provision of a limited range of scientific equipment to ensure consistency in data collection including the 5 panels of multi-mesh gillnets 2", 2¼", 2½", 2⅝", 2¾", the 5 separate pans labelled by the mesh size, and a standard catch and location logbook.
- A special fishing license and net tag will be issued to each fishing Captain hired to fish the experimental variable mesh size gillnet.
- All equipment required for port sampling, including measuring board, gloves, data sheets, fish sample boxes, sample bags, and sample tags.

3.3 Contractor's Obligations

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

3.4 Deliverables

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

Task 1: All data collected through the acoustic surveys.

Task 2:

- 1) All data recorded in logbook on estimated catch per variable mesh panel and position of fishing.
- 2) Samples of herring by mesh size to be kept in different clearly identified fish crates.
- 3) Each sample will be measured and a subsample kept by an experienced sampler (arranged by a contractor in Region 6) at the arrival of the vessel at the wharf.

Task 3: All data collected through port sampling, including completed datasheets and labelled, frozen samples.

3.5 Location of Work, Work site and Delivery Point

Task 1:

Region 6) 16F – Pictou

The coordinates for the transects within a strata are as follows:

Strata	End 1				End 2			
20	45	49.776	-63°	08.102	45°	48.516	-63°	06.962
21	45	48.420	-63°	05.143	45°	47.880	-63°	04.603
21	45	48.420	-63°	04.621	45°	47.880	-63°	04.081
21	45	48.420	-63°	02.990	45°	47.880	-63°	02.450
22	45	48.282	-63°	01.042	45°	47.742	-63°	00.382
22	45	48.255	-63°	00.560	45°	47.715	-62°	59.900
23	45	47.857	-62°	58.997	45°	47.197	-62°	58.157
24	45	47.508	-62°	57.396	45°	46.908	-62°	56.616
24	45	47.446	-62°	56.761	45°	46.846	-62°	55.981
24	45	47.374	-62°	56.023	45°	46.774	-62°	55.243
24	45	47.172	-62°	53.939	45°	46.572	-62°	53.159
24	45	47.101	-62°	53.202	45°	46.501	-62°	52.422
25	45	46.902	-62°	50.928	45°	46.302	-62°	50.088
25	45	46.841	-62°	50.116	45°	46.241	-62°	49.276
25	45	46.802	-62°	49.606	45°	46.202	-62°	48.766
25	45	46.660	-62°	47.722	45°	46.060	-62°	46.882
25	45	46.459	-62°	45.068	45°	45.859	-62°	44.228



Strata	End 1				End 2			
26	45	46.362	-62°	44.317	45°	45.942	-62°	43.597
26	45	46.526	-62°	43.058	45°	46.106	-62°	42.338
26	45	46.648	-62°	42.128	45°	46.228	-62°	41.408
27	45	48.062	-62°	42.722	45°	43.802	-62°	36.302
27	45	48.436	-62°	42.244	45°	44.176	-62°	35.824
27	45	49.050	-62°	41.461	45°	44.790	-62°	35.041
27	45	49.435	-62°	40.968	45°	45.175	-62°	34.548
27	45	49.680	-62°	40.655	45°	45.420	-62°	34.235
27	45	50.180	-62°	40.017	45°	45.920	-62°	33.597
28	45	49.234	-62°	37.674	45°	48.634	-62°	36.714
28	45	49.453	-62°	37.255	45°	48.853	-62°	36.295
28	45	49.667	-62°	36.844	45°	49.067	-62°	35.884
28	45	49.883	-62°	36.430	45°	49.283	-62°	35.470
29	45	50.098	-62°	36.110	45°	49.378	-62°	35.090
29	45	50.232	-62°	35.254	45°	49.512	-62°	34.234
29	45	50.393	-62°	34.220	45°	49.673	-62°	33.200
29	45	50.493	-62°	33.582	45°	49.773	-62°	32.562
30	45	49.697	-62°	29.126	45°	49.817	-62°	29.966
30	45	49.379	-62°	29.321	45°	49.499	-62°	30.161
30	45	49.067	-62°	29.511	45°	49.187	-62°	30.351
30	45	48.706	-62°	29.732	45°	48.826	-62°	30.572

Acoustic data collection not consistent with the scientific protocols will contravene the conditions of the contract and may result in termination of the contract.

Task 2:

Experimental netting will take place in each of the above-defined regions (Region 6).

Task 3:

Region 6: Nova Scotia, ports of area 16F.

3.6 Language of Work

The language of work shall be English or French.

4.0 Project Schedule

Earliest expected starting date is August 15 and latest completion date October 31, 2023, depending on area and length of fishing season.



INSTRUCTIONS TO BIDDERS ON COMPLETING ANNEX “B”

(INSTRUCTIONS WILL BE REMOVED AT CONTRACT AWARD)

The Contractor will be paid in accordance with the following basis of Payment for all professional services, including all associated costs necessary to carry out the required work in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

The contractor will be paid according to unit of work completed. The work unit is a complete strata.

Task 1: Bidders must bid a price to complete each strata in a region (Region 6). Each strata will contain one or more transects. This cost must be the cost to include the use of the fishing boat, exclusive of fuel, and the work of the captain and any other crew during the time required to complete the surveys, as well as other costs such as insurance, etc. Fuel costs will be reimbursed with receipts from the end of each night of work. The contractor must ensure the vessel is full at the start of the night, and fill the vessel with fuel at the end of the survey. These receipts will be reimbursed at the end of the survey. The strata and coordinates for all transects are provided in the statement of work.

Table 2: Total units of work required in each region of work.

Description	Strata	Transect Distance (km)	Steam Distance (km)	Estimated total transect time (hours) (calculated at 8 knots)	Estimated total transit time (hours) (calculated at 12 knots)
Region 6 11 strata	strata 20	2.76	0.00	0.186	0.000
	strata 21	3.66	2.79	0.247	0.126
	strata 22	2.63	0.63	0.178	0.028
	strata 23	1.64	0.00	0.111	0.000
	strata 24	7.51	5.49	0.507	0.247
	strata 25	7.78	7.64	0.526	0.344
	strata 26	3.64	2.89	0.246	0.130
	strata 27	68.78	5.26	4.647	0.267
	strata 28	6.67	2.01	0.451	0.090
	strata 29	7.51	3.35	0.507	0.151
	strata 30	4.44	2.00	0.300	0.090

Acoustic surveys will take place on fall spawning grounds and the timing will depend on the availability of spawning ground closures and weekend closures for the fall fishery in 2023. Surveys will either be completed a) once a week on the spawning grounds, preferably during the weekend closure, including the weekend before and after the herring fishery (maximum 5 surveys), or, b) in areas where neither



spawning grounds closures or weekend closures are in effect, the survey can only be conducted once the week before the fishery opens, and then up to four times after the fishery is closed (maximum 5 surveys). The way in which surveys will be conducted (method a or b) as well as the maximum number of surveys in each area will be determined by DFO upon contract award, based on closures of the fall fishery.

Please only bid in the region(s) of interest. Up to 2 contracts may be awarded, one for Region 6 including both task 1 (acoustic surveys) and task 2 (experimental netting), as well as one contract For Region 6 for a wharf sampler. Bidders must bid on both task 1 and task 2 in a region together. Bidders can bid on task 3 with other tasks, or alone. Fill in tables below for region you are submitting a bid.

Task 2: A maximum price of \$800 per night up to a maximum of \$4000 (5 nights) for Region 6 is available for task 2, depending on the number of nights of fishing the experimental net. This includes the hire of the fishing vessel (fuel, etc.), captain and crew for the extra hours of work needed during or after their regular fishing hours to collect and sort these samples.

Task 3: A maximum price of \$200 per day of commercial sampling throughout the commercial herring season up to a maximum of \$1000 (5 days maximum) for Region 6 is available. A maximum price of \$340 per day of sampling the experimental gillnet up to a maximum of \$1700 (5 days maximum) for Region 6 is available, depending on the number of nights the experimental net is fished.

Contractors will be paid on the basis of surveys completed that meet the requirements of the scientific protocols. Any surveys done outside of the scientific requirements (as to location, time, amount of gear, etc.) will not be considered valid, and no compensation will be paid (Note: This will be strictly enforced). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

The contractor will be paid at the end of the season after returning the equipment to DFO and after submitting an invoice to DFO. The contractor must provide the dates and number of nights the experimental net was fished and acoustic surveys were conducted. The captain must also provide his duly completed logbook. Invoice and logbook information will be verified by project authority before payment is authorised.



ANNEX "B" Basis of Payment

The Region available for bidding is:

Region 6) 16F – Pictou (Task 1, 2 and 3)

Table A: Task 1: Budget for acoustic surveys up to a maximum of 5 surveys* (Without the cost of fuel)

Deliverable	Description	Strata	Up-to-Quantity (# of Stratum)	Unit	Total all-inclusive price for each strata per night (exclusive of HST):	Total all-inclusive price with maximum 5 surveys (exclusive of HST):
Initial Contract Period up to March 31, 2024 All inclusive rate to provide deliverables associated to Task 1 as set out in Annex "A" Statement of Work	Region 6 11 strata	strata 20	5*	Each Strata	\$	\$
		strata 21			\$	\$
		strata 22			\$	\$
		strata 23			\$	\$
		strata 24			\$	\$
		strata 25			\$	\$
		strata 26			\$	\$
		strata 27			\$	\$
		strata 28			\$	\$
		strata 29			\$	\$
		strata 30			\$	\$
Region 6 (Task 1) - Total Extended Price for all Years (Evaluation Purposes Only)						\$



**Table B: Task 2: Budget for experimental netting up to a maximum of 5 net sets
(Including the cost of fuel)**

Deliverable	Description	Up-to Quantity	Unit	Total all-inclusive price per net set (exclusive of HST):	Total Price for 5 net sets total (Exclusive of HST):
Initial Contract Period up to March 31, 2024 All-inclusive rate to provide deliverables associated to Task 2 as set out in Annex "A" Statement of Work	Region 6 Per Night	5	Net set	\$ _____	\$ _____
Region 6 (Task 2) - Total Extended Price for all Years (Evaluation Purposes Only)					\$ _____

*The maximum number of surveys is dependent upon weekend closures in the fall fishery; this will be determined at the time of contract award.



Table C: Task 3 for Region 6: 16F – Pictou: (Without the cost of fuel)

Deliverable	Description	Up-to Quantity	Unit	Total all-inclusive price per day of sampling (exclusive of HST):	Total Price for 5 days sampling (Exclusive of HST):
Initial Contract Period – Contract Award to March 31, 2024:					
<ul style="list-style-type: none"> Commercial sampling of fish from two different vessels each week of the fishing season Preserved and labelled samples and datasheets 	Region 6 per day of sampling	5	Each day sampling (2 vessels per week)	\$ _____	\$ _____
<ul style="list-style-type: none"> Experimental gill net sampling for each of 5 mesh panels separately, each week of the fishing season Coordination of sampling exp. Netting vessel Preserved and labelled samples and datasheets 	Region 6 per day of sampling	5	Each	\$ _____	\$ _____
Region 6 (Task 3) - Total Extended Price for all Years (Evaluation Purposes Only)					\$ _____



Summary Table A: Total Extended cost All Regions and Tasks - Task 1 (not including Fuel) and Task 2 (Including Fuel Cost) and Task 3 (Not including Fuel Cost)

Item	Description	Total Extended Cost (Evaluation Purposes Only)
1	Region 6) 16F – Pictou Task 1 and Task 2 (Tables A and B)	\$
2	Region 6) 16F – Pictou Task 3 (Table C)	\$

Summary Table B: Estimated Fuel Cost (excluding Task 2) for all applicable regions. (For Evaluation Purposes Only)

Region	Estimated Fuel Cost (Excluding Task 2) (\$CAD) Initial Contract Period
Region 6) 16F – Pictou Task One	\$
Region 6) 16F – Pictou Task Three	\$



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

For the province of Quebec, send to:

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



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 the mandatory criteria will be excluded from further consideration.

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

Information provided by the bidder will be used to assess the mandatory criteria. Bids will be evaluated based on the information provided in the proposal.

Your tender submission MUST clearly demonstrate that you meet the following mandatory requirements. Failure to do so will result in disqualification of your tender submission. Bidder should indicate where in the proposal the information can be found.

Bidders only need to complete the tables for the Region that they are bidding on.

Region 6) 16F – Pictou

Please indicate, with a check mark, in each box corresponding to the region and tasks on which you are bidding in the following table.

<i>REGION SIX - 16F – Pictou</i>		
Task 1	Task 2	Task 3



Mandatory Criteria – Tasks 1 and 2

Item	Mandatory Criteria – Tasks 1 and 2	Criteria Met (Y/N)	Cross reference page # in the proposal
M1	The proposed captains must be holders of a valid commercial herring fishing license for herring fishing region(s) (16B, 16C, 16E, 16F or 16G) corresponding to each region for which they are submitting a bid. A copy of the license for all region(s) must be submitted with bid submission.		
M2	The Bidder must provide proof of insurance for participating captains and vessels. This must be submitted with bid submission.		
M3	The proposed captains must have a minimum of 3 full fishing seasons of previous experience in the commercial herring fishery. For each experience cited as proof, the following must be included: <ul style="list-style-type: none"> • Dates (month and year) • Duration (months) • Area of Work • Duties 		
M4	The Bidder must provide the name of the vessel(s), CFV(s) and the name of the captain(s) who will be operating the vessel for each region the Bidder is submitting a proposal.		
M5	The Bidder's vessels for acoustics must be dry, clean and have good and reliable source of electrical power. Pictures of the vessel(s) must be submitted with bid submission.		
M6	Homeport must be within 15 nautical miles of the survey area OR Contractor must commit to not charging fuel for the navigation from his homeport to the 15 nautical mile distance from survey area. In order to satisfy this criteria, the Bidder must provide the name and address of the homeport located within 15 nautical miles of the survey area or a written declaration confirming that they will not impose any fuel charges beyond 15 nautical miles from the survey area.		

MANDATORY CRITERIA – TASK 3

Item	Mandatory Criteria – Task 3	Criteria Met (Y/N)	Cross reference page # in the proposal
M1	The proposed sampler must hold a valid driver's license or have the same mobility of possession of a valid driver's license since driving to a wharf/wharves is required. A copy of the license or statement indicating samplers equivalent mobility must be submitted with bid submission.		