



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6

June 9, 2014

Subject: Request for Proposal No. F5211-140070  
**FSC Catch Monitoring: Fraser River Texas Creek to Kelly Creek**

Dear Sir/Madam:

Fisheries and Oceans Canada has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index.**

If you are interested in undertaking this project, your proposal **must be received** by the under signed on or prior to the closing date and time. You may email your bid to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) or forward it via mail or courier to:

Procurement Hub - Fredericton  
Materiel and Procurement Services  
Fisheries and Oceans Canada  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6

ATTENTION – Kim Walker  
Phone: 506-452-3624

This requirement is set aside under the federal government's Procurement Strategy for Aboriginal Business. Suppliers are required to provide, with their bid, a certification stating that they meet the definition of an Aboriginal business, according to the definition provided, on the date that the bid, and an undertaking that the business will continue to meet this definition throughout the life of the contract.

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: June 24, 2014.**

Please note that it is the practice for local couriers to deliver to the above address, if your proposal is sent from outside of the Fredericton NB area, it is your responsibility to ensure that the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

If additional information is required, you are requested to contact Fredericton Procurement Hub e-mail at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Bidders should note that all questions regarding this request for proposals must be submitted in writing, **no later than June 17<sup>th</sup>, 2014, 2 pm (14:00 hours) Atlantic time** to the contract authority as set out in section 18 of annex 1- offer of services / contract form. The department will be unable to respond to questions submitted after that date.

**The Department will not necessarily accept the lowest or any proposal submitted.**

Yours Truly,

Kimberly Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

Attach.

**APPENDICES**

**REQUEST FOR PROPOSAL –**

**FSC Catch Monitoring: Fraser River Texas Creek to Kelly Creek**

- |                         |                                      |
|-------------------------|--------------------------------------|
| 1. Letter of Invitation |                                      |
| 2. Annex 1              | Offer of Services / Contract Form    |
| 3. Attachment           | General Conditions – Manual Services |
| 4. Appendix "A"         | Instructions to Tenderers            |
| 5. Appendix "B"         | Terms of Payment                     |
| 6. Appendix "C"         | Statement of Work                    |
| 7. Appendix "D"         | Evaluation Criteria                  |
| 8. Attachment           | Insurance Conditions                 |
| 9. Attachment           | Aboriginal Business Certification    |
| 10. Attachment          | Certification Former Public Servant  |
| 11. Attachment          | Envelope Template                    |

**Fisheries and Oceans**

**Bid Closing Date: June 24, 2014**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Financial Coding: 5M150 411 15F 4017 51688**  
**Contract/File No: F5211-140070**

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**ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM**

**REQUEST FOR PROPOSALS FOR:**

**FSC Catch Monitoring: Fraser River Texas Creek to Kelly Creek**

**1. PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Complete Name and Address)*

**2. PERFORMANCE OF WORK**

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

**3. CONTRACT DOCUMENTS**

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which:

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document Attachment, Conditions" attached hereto or referenced entitled "General Conditions";

3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
5. Document marked Appendix "D", attached hereto, or referenced entitled "Evaluation Criteria";
6. Document attached entitled "Insurance Conditions";
7. Document attached entitled "Certification Requirements for the Set-Aside Program for Aboriginal Business"
8. Document attached entitled "Former Public Servant Certification";
9. Annex 2 – Contractors Bid / Proposal.

4. **SECURITY**

**Not Applicable**

5. **DISCREPANCIES**

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

6. **CONTRACT PERIOD**

Upon contract award to June 14, 2015, with option to renew for 4 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work will be completed approximately, between July and September each year. Project work for optional years would have similar dates for 2015, 2016, 2017 and 2018.

Environmental conditions may be a factor in the project work timeline, and will be determined by DFO.

7. **TENDERED PRICES**

7.1 **PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding tax.

Upon contract award – June 14, 2015  
Catch Monitors Hourly wage for up to 1090 hours  
\$ \_\_\_\_\_ + GST/HST

Option year - June 15, 2015 – June 14, 2016  
Catch Monitors Hourly wage for up to 1090 hours  
\$ \_\_\_\_\_ + GST/HST

Option Year - June 15, 2016 – June 14, 2017  
Catch Monitors Hourly wage for up to 1090 hours  
\$ \_\_\_\_\_ + GST/HST

Option Year - June 15, 2017 – June 14, 2018  
Catch Monitors Hourly wage for up to 1090 hours  
\$ \_\_\_\_\_ + GST/HST

Option Year - June 15, 2018 – June 14, 2019  
Catch Monitors Hourly wage for up to 1090 hours  
\$ \_\_\_\_\_ + GST/HST

**8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

**9. SUBMISSION**

The Contractor submits herewith the following:

- a) **Annex 1**                      **Offer of Services/Contract Form  
(Completed and signed)**
- b) **Attachment**                **Former Public Servant Certification**
- c) **Annex 2**                      **Contractors Proposals (including all required  
documents)**
- d) **Attachment**                **PSAB Certification**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that

proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

**10. IRREVOCABLE OFFER**

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

**11. APPROPRIATE LAW**

The resulting contract shall be governed by and construed in accordance with the laws in the Province of British Columbia.

**12. NO EXPRESS COLLABORATION**

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

**13. CONTRACT**

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this

Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

**14. RIGHTS OF THE MINISTER**

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

**15. REPLACEMENT OF PERSONNEL**

- 15.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 15.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 15.3** The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
  - b) The name, qualifications and experience of the proposed replacement person; and,
  - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- 15.4** The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- 15.5** The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.
- 15.6** The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the



requirements of the Contract.

**16. 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:

16.1 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:

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16.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

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16.3 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:

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16.4 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:

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**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"

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Signature

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Print Name of Signatory

**17. CONTRACTOR'S ADDRESS**

For purposes of or incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of Annex 1.

**18. DEPARTMENTAL PERSONNEL**

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

*Kimberly Walker*

Senior Contracting Officer | Agente principale des contrats  
Procurement Hub - Fredericton | Centre d'approvisionnement - Frédéricion  
Materiel and Procurement Services | Services du matériel et des acquisitions  
Financial and Materiel Management Operations | Opérations financière et Gestion du Matériel

Chief Financial Officer | Dirigeant principal des finances  
Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB | Fredericton N-B

E3C 2M6

Tel: (506) 452-3624

Fax: (506) 452-3676

[Kimberly.walker@dfo-mpo.gc.ca](mailto:Kimberly.walker@dfo-mpo.gc.ca)

**PROJECT AUTHORITY**

(To be completed upon contract award)

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**19. SIGNATURE FOR OFFER OF SERVICES**

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

In the Presence of

**For the Contractor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

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**ACCEPTANCE UPON AWARD**

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

**Accepted on behalf of Her Majesty the Queen in right of Canada this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

\_\_\_\_\_  
**Position**

**General Conditions – Manual Services (i.e. Cleaning, window washing, snow or  
garbage removal, maintenance)**

**Text:**

- 01 Interpretation
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- 27 Harassment in the Workplace

28 Entire Agreement

29 The Code of Conduct for Procurement

### **01 Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### **02 Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### **03 Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### **04 Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
  
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### **05 Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

#### **06 Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **07 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
- b. could not reasonably have been foreseen;
- c. could not reasonably have been prevented by means reasonably available to the Contractor; and
- d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

### ***08 Inspection and Acceptance of the Work***

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

### ***09 Invoice Submission***

1. Invoices must be submitted in the Contractor's name. 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. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does 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.

## **10 Taxes**

### **1. Municipal Taxes**

Municipal Taxes do not apply.

### **2. Provincial Taxes**

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
  
Manitoba 390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.



- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

### 4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

### 5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

## **11 Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

## **12 Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

## **13 Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

## **14 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## **15 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **16 Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

## **17 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

## **18 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## **19 Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

## **20 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of

Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **21 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **22 Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

## **23 Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

## **24 Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

## **25 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

## **26 Code of Conduct and Certifications**

1. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. Furthermore, in addition to the [Code of Conduct for Procurement](#), the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
  - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - a. either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## ***27 Harassment in the Workplace***

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [\*Policy on the Prevention and Resolution of Harassment in the Workplace\*](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## ***28 Entire Agreement***

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## ***29 The Code of Conduct for Procurement***

- 29.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 29.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).
- 29.3 For further information, the Contractor may refer to the following PWGSC site:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

**APPENDIX "A"**  
**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

**2. TENDER CLOSING**

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

**3. TENDER OPENING**

In the case of a Public Tender Opening

- 3.1. *Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.*
- 3.2. *Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded*



#### **4. OFFICIAL TENDER FORMAT**

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

#### **5. REVISION OF TENDERS**

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

#### **6. TENDER SECURITY**

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

#### **7. CONTRACT SECURITY**

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

#### **8. INSURANCE**

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

#### **9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real

property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

## **10. TENDER VALIDITY PERIOD**

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

## **11. INCOMPLETE TENDERS**

- 11.1. Incomplete or conditional tenders will be rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

## **12. REFERENCES**

- 12.1. Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

## **13. LOWEST TENDER NOT NECESSARILY ACCEPTED**

13.1. The lowest or any tender will not necessarily be accepted

#### **14. RIGHTS OF CANADA**

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

**APPENDIX "B"  
TERMS OF PAYMENT**

**1. DEFINITION**

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

**2. BASIS OF PAYMENT**

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 7 of the OFFER OF SERVICES/CONTRACT FORM.

**3. METHOD OF PAYMENT**

- 3.1 Payment to the Contractor shall be made upon completion of all work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

**4. INVOICE ADDRESS**

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

*Please indicate if you wish to be paid by cheque or MasterCard.*

**5. LIMITATION OF EXPENDITURE**

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

**6. PROVINCIAL SALES TAX**

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

Prince Edward Island	OP-10000-250
Manitoba	390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

**Contract/File No.  
F5211-140070**

**APPENDIX "C"  
STATEMENT OF WORK**

**APPENDIX “C”  
STATEMENT OF WORK**

**1.0 Scope**

**1.1 Title**

**MID FRASER CATCH MONITORING PROGRAM – Fraser River Texas  
Creek to Kelly Creek**

**1.2 Contract Dates**

Upon contract award to June 14, 2015, with option to renew for 4 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work will be completed approximately between July and September each year. Project work for optional years would have similar dates for 2015, 2016, 2017 and 2018.

Environmental conditions may be a factor in the project work timeline, and will be determined by DFO.

**1.3 Introduction**

Fisheries and Oceans Canada (DFO) has a mandate to lead the federal role in managing Canada's fisheries and safeguarding its waters. DFO works with First Nations and stakeholders to manage the salmon harvest and ensure long-term conservation requirements are met. Reliable, timely, and accessible fisheries information is the foundation of sustainable management. Key pieces of information required for management include estimates of catch and effort and DFO requires fisheries monitors to collect information to produce estimates of catch. Monitors interview fishers to collect harvest and release information and monitor fishing effort. Information is then forwarded to DFO.

This requirement is set aside under the federal government's Procurement Strategy for Aboriginal Business. Suppliers are required to provide, with their bid, a certification stating that they meet the definition of an Aboriginal business, according to the definition provided, on the date that the bid, and an undertaking that the business will continue to meet this definition throughout the life of the contract.

**1.4 Objectives of the Requirement**

The Contractor will be required to hire sufficient staff (monitors) to carry out the work as described under each of the three (3) tasks, and oversee the work to ensure it is performed properly and completely. The three tasks are:

1. First Nations fishery catch monitoring;
2. Biological sampling program; and
3. Recreational fishery monitoring.

These tasks will be carried out on the mid-Fraser River in British Columbia, within the Bridge River traditional fishing territory as further defined below in Task Details.

Requirements for the three (3) tasks are:

The Contractor shall oversee the work as stipulated with each of the three (3) tasks and provide accurate and complete data in accordance with the specifications described. Past fisheries experience is desirable. Points will be awarded to all personnel assigned to this agreement that have the following qualifications and provide the DFO proof of the following certifications and license:

- Swiftwater Awareness;
- Basic First Aid and CPR; and

## **2.0 Requirements**

**The three (3) tasks are described in detailed in Task Details.**

### **2.1 Tasks, Activities, Deliverables and Milestones**

The Mid Fraser catch monitoring program extends throughout the Stl'atl'imx Nation Tribal Council territory on the Fraser River from Texas Creek to Kelly Creek. For the purposes of this agreement the Contractor must provide qualified trained personnel to fulfil data management and monitoring responsibilities for Management Unit D-11, which is specified as the area Bridge River Rapids and Fountain (map attached).

Monitors must conduct patrols to interview fishers for the purpose of collecting harvest information such as type of gear used, length of time spent fishing, species caught and released, hourly levels of effort by gear type(fishing activity), biological sampling, relay of fishing opening or closure information, and reporting of illegal fishing activities.

All data captured from the activities outlined above, must be submitted weekly, by Monday the following work week. Submission can be made by facsimile to Cynthia Breau at (250) 256-2660, or delivered directly to the DFO Lillooet office located at 654 Industrial Place.

### **2.2 Specifications and Standards**

The Contractor must ensure that individuals hired under this contract fulfill duties of the job and submit accurate and complete data by the agreed upon deadline. It is recommended that the Contractor also name an alternate designated to fill in for sick days, holidays, or any event that requires coverage.

### **2.3 Method and Source of Acceptance**

Monitors (contractors) will be required to sample the effort and catch in Food, Social and Ceremonial and/or recreational fisheries. Monitors will also be required to collect biological samples from various salmon species as required. Monitoring information will be acquired through observation and communication with fishers,



recorded on datasheets supplied by DFO and securely maintained until submitted to the Program Administrator. Data sheets and biological samples will be reviewed by Cynthia Breau to determine performance. Testing to measure quality of the work includes the ability to use deliverables to produce a defensible estimate of harvest and the provision of stock composition information.

#### **2.4 Reporting Requirements**

The Contractor must ensure that all shifts are completed and all data is provided to DFO on a weekly basis. Completed data forms must be submitted by 10:00 a.m. Monday, including forms where no interviews were conducted. The Contractor must also ensure that all data collected is accurate and complete.

#### **2.5 Project Management Control Procedures**

The individual to be identified in the contract as the Project Manager or Technical Authority shall consult with the contractor as required during the duration of the contract to identify or resolve any issues that may arise.

#### **2.6 Change Management Procedures**

Any required changes to the Statement of Work must be submitted in writing to the Contracting Authority by the Project Authority. The Contracting Authority will draft an amendment to be signed by the Contractor and the Contracting Authority.

#### **2.7 Ownership of Intellectual Property**

Not applicable.

### **3.0 Other Terms and Conditions of the SOW**

#### **3.1 DFO Obligations / Contractor's Obligations**

DFO, British Columbia Interior (BCI), Resource Management Catch Monitoring staff will provide technical assistance and/or advice as required.

Both parties to the contract will participate in an in person pre-contract start up meeting on a date that is mutually convenient.

#### **3.2 Location of Work, Work site and Delivery Point**

These tasks will be carried out on the mid-Fraser River within the Bridge River traditional fishing territory. Monitors can expect to work in adverse weather conditions, complex terrain, remote areas, close to swift moving water, and must be in good health, and will be required to work long days in a wide range of climatic conditions.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

#### **3.3 Language of Work**

The language of work shall be English.

#### **3.4 Deliverables**

The contractor is responsible for complete shift coverage and data collection. Failure to the requirement of this project in a timely manner may result in a delayed payment by the Crown.

### **3.5 Special Requirements**

Prior to the commencement of any associated work the successful contractor must request and receive written permission from the Bridge River Tribal Council to access/cross band lands for monitoring purposes.

### **3.6 Security Requirements**

Not applicable

### **3.7 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

It is also a requirement of the contract that all safety protocols outlined at the orientation session be adhered to and all applicable safety gear worn at all times.

Upon contract award the successful bidder will be required to supply proof of insurance.

### **3.8 Travel / Mileage**

Mileage will be reimbursed in accordance with the Treasury Board guidelines applicable at the time. Information can be found at <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>

### **3.9 Level of Effort**

It is anticipated the work of the project will take approximately 1090 hours depending on sockeye abundance to complete as determined by Fisheries and Oceans Canada.

## **4.0 Project Schedule**

### **4.1 Expected Start and Completion Dates**

**Each of the three (3) tasks below has its' own schedule as detailed below.**

- **Task A –**

FIRST NATIONS FISHERY CATCH MONITORING (Food, Social & Ceremonial)

Anticipated project time frame will be approximately July 15 through to the end of September each year

- **Task B -**

**MID FRASER FIRST NATION FISHERY BIOLOGICAL SAMPLING PROGRAM**

Anticipated project time frame will be approximately July 22 through to mid-September each year; and

- **Task C -**

**MID FRASER RECREATIONAL & F.S.C FISHERY MONITORING**

Anticipated project time frame from approximately June 15 through to mid-July each year

## **5.0 Applicable Documents and Glossary**

### **5.1 Applicable Documents**

Relevant documents are included in each of the three (3) tasks as specified in Task Details below.

### **5.2 Relevant Terms, Acronyms and Glossaries**

BCI – British Columbia Interior

CPUE - catch per unit effort

Daily – Sunday through Thursday inclusive, 0600 to 2100h

DFO – Fisheries and Oceans Canada

FSC - food, social and ceremonial

## Task Details

### **TASK A – FIRST NATIONS FISHERY CATCH MONITORING (Food, Social & Ceremonial)**

**ANTICIPATED TIME FRAME: Approximate project time frame - July 15 through to September 22, 2014 with the possibility of 4 option years**

#### **BACKGROUND:**

The Mid Fraser catch monitoring program covers a broad geographic area on the Fraser River from Sawmill Creek to Deadman Creek, and the Thompson River downstream of the Bonaparte River. This encompasses approximately 250 km along the Fraser River, and 60 km along the Thompson River. The magnitude of this fishery led to its stratification into 13 geographic management units based on the traditional fishing areas of various native communities and natural geographic landmarks. The catch monitoring program produces estimates of food, social and ceremonial (FSC) harvest of salmon on an annual basis for management purposes. This information is used pre-season in the development of fishing plans, in-season for making management decisions, and post-season as a gauge on how well fisheries and fisheries management decisions met the needs of conservation and allocation requirements.

#### **OBJECTIVE:**

The objective of the catch monitoring program is to produce accurate and timely estimates of FSC harvest of salmon by First Nations in the Mid-Fraser River system to support sound management decisions. The importance of reliable catch estimates is paramount in the development of more accurate management plans to reduce impacts on stocks of concern and to ensure that the number of stocks of concern does not increase. The knowledge of when and where particular stocks or run timing groups are being harvested, and indicators of abundance, such as measures of catch per unit effort (CPUE), are vital tools in making in-season management decisions. To generate accurate and defensible estimates of harvest, monitors must be diligent in accurately completing all areas of the data forms provided by the DFO.

#### **SCOPE OF WORK:**

The Mid Fraser catch monitoring program extends throughout the Stl'atl'imx Nation Tribal Council territory on the Fraser River from Texas Creek to Kelly Creek. For the purposes of this agreement the Contractor must provide qualified trained personnel to fulfill data management and monitoring responsibilities for Management Unit D-11, which is specified as the area Bridge River Rapids and Fountain (map attached). Provision of two (2) technicians is required to participate in this program.

Monitors must conduct patrols to interview fishers for the purpose of collecting harvest information such as:

- type of gear used;
- length of time spent fishing;
- species caught and released;

- hourly levels of effort by gear type(fishing activity);
- biological sampling including scale & DNA sampling time permitting;
- relay of fishing opening or closure information; and
- reporting of illegal fishing activities.

All data captured from the activities outlined above, must be submitted weekly by Monday the following work week. Submission can be made by facsimile or delivered directly to the DFO Lillooet office located at 654 Industrial Place.

Fixed schedules must be collaboratively developed in-season to ensure adequate coverage is provided for the monitoring and sampling programs as a result of changing fishing plans. Pre-season fishing plans are developed based on the anticipated levels of return of numerous stock/run timing groups. Run timing and abundance estimates are derived from the best available information at the time. Fishing plans are often adjusted in-season on a weekly basis as new information becomes available on what the “actual” timing/run size may be. This requires program structures to be flexible, such as the catch monitoring program, to quickly adapt to the changing monitoring needs of a given fishery in-season when decisions are being made.

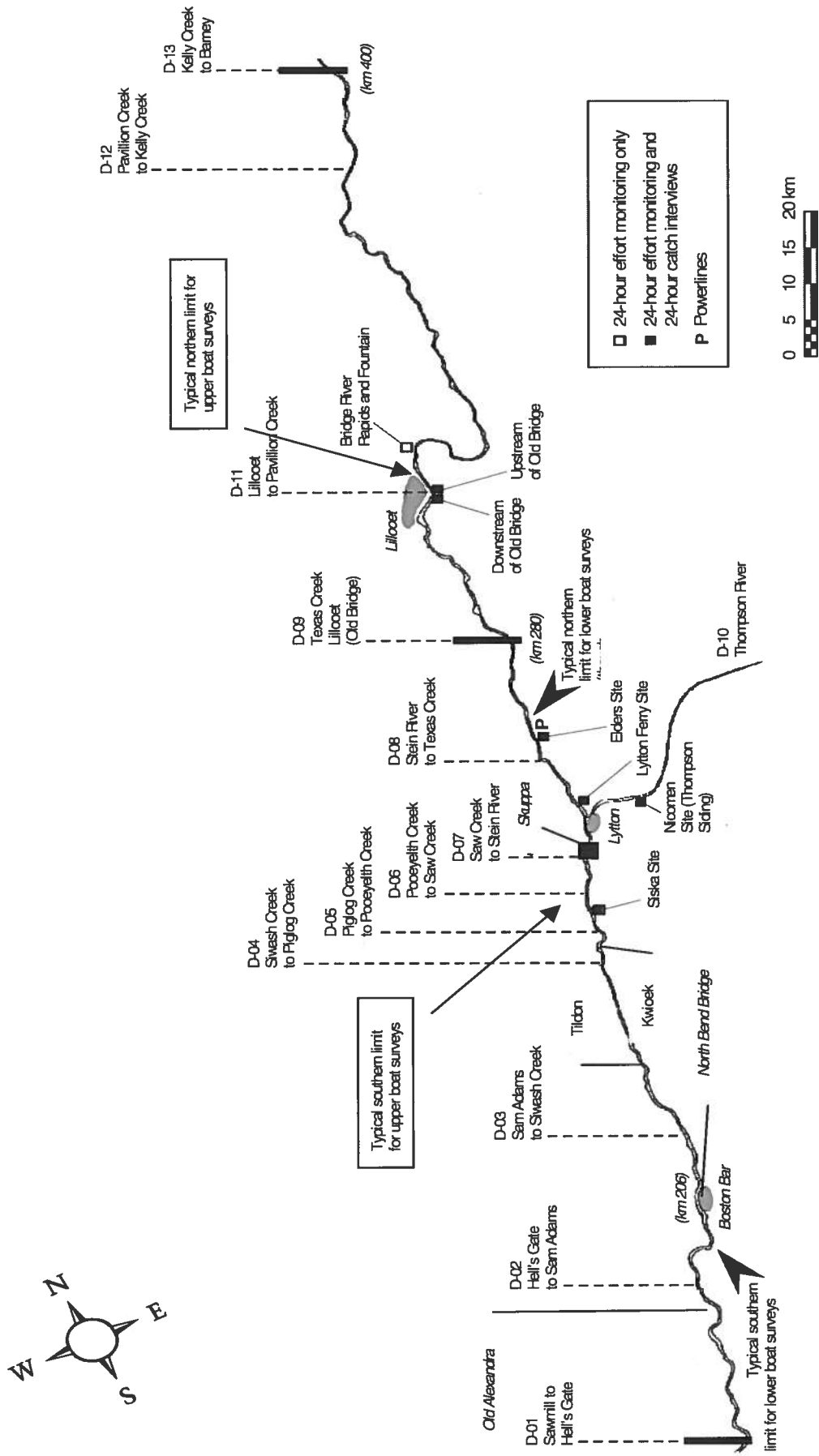
- Based on previous agreements & current budget forecasts DFO anticipates the Contractor could expend up to a ceiling of **627** hours depending on sockeye abundance; **however, it is clearly understood that should the DFO incur budget reductions, any agreement rewarded will be DECREASED in value accordingly.**
- Shift schedules and monitors must be flexible to accommodate for in-season changes to fishing openings and closures.
- **Actual program coverage will be adjusted in-season to accommodate for changes in fishery openings and/or budget allocations.**
- Days monitored must be random including weekends, weekdays, before noon and afternoon.
- All shifts must be completed and all data provided to DFO in a timely fashion.
- Transportation for monitoring remains the responsibility of Contractor.
- Ensure all data collected is accurate and complete.
- Submit completed data forms by 10:00 a.m. (Pacific Time) Monday on a weekly basis, including forms where no interviews were conducted, to Cynthia Breau in Lillooet 1-250-256-2660.

Data forms specific to this agreement are, but not limited to:

- Catch Sampling Data Form;
- 16 Hour Effort Count Form (6:00-14:00);
- 16 Hour Effort Count Form (14:00-22:00);
- Sockeye Health Form.

Forms listed above are immediately attached.

# Mid Fraser Catch Monitoring Program



**2014 MID FRASER RIVER FIRST NATIONS CATCH SAMPLING DATA FORM**

Pg \_\_\_\_\_ of \_\_\_\_\_  
 Office Use Only

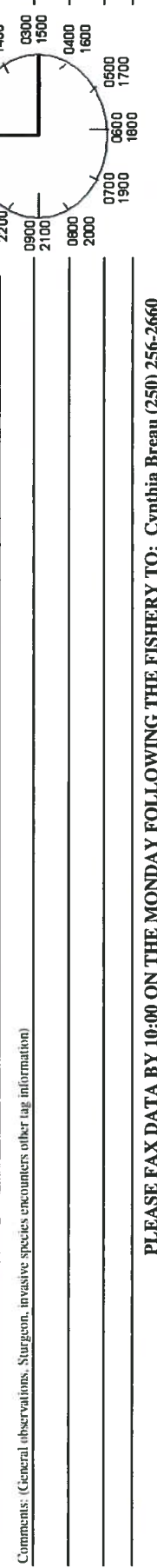
OBSERVERS First & Last Name): \_\_\_\_\_ / \_\_\_\_\_ / 2012  
 INTERVIEW DATE (dd/mm): \_\_\_\_\_

MODE USED TO COLLECT DATA: Roving Foot \_\_\_\_\_ Access \_\_\_\_\_ AM/PM \_\_\_\_\_ Called in \_\_\_\_\_

Patrol start time: \_\_\_\_\_ Mileage: \_\_\_\_\_ Effort Sheet \_\_\_\_\_ Bio Sheet \_\_\_\_\_ of \_\_\_\_\_  
 Patrol end time: \_\_\_\_\_

#	MU Location	Gear Type	Interview Time		Start of Fishing		End of Fishing		Sockeye		Chinook		Pink		Other		Hail/ Obs	Insp Y/N	Tags Y/N	Band Affiliation (&/or Full Name)	
			Date (d/m)	Time	Date (d/m)	Time	Date (d/m)	Time	Kept	Released	Kept	Released	Kept	Released	Kept	Released					Kept
eg	DJI	GN	19-Aug	18:05	19-Aug	6:00	19-Aug	18:00	20	2	0	1	2	3	0	0	1	0	Y	N	Bridge River (Tim)
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					

\* CWT: If Chinook or Coho is missing the adipose fin, PLEASE ask the fisher if you can remove the snout, affix label, store in a cooler & return to fisheries coordinator  
 Record the HEAD LABEL CODE (red number on tag) & Interview ID # here: \_\_\_\_\_



PLEASE FAX DATA BY 10:00 ON THE MONDAY FOLLOWING THE FISHERY TO: Cynthia Breau (250) 256-2660

**2014 MID FRASER RIVER FIRST NATIONS  
16 HR EFFORT COUNT DATA FORM - Bridge River/Xaxli'p**

Pg:   
Office Use Only

OBSERVERS First & Last Name: \_\_\_\_\_

FISHING SITE LOCATION **D-11 Bridge River/Xaxli'p** WEATHER: Clear\_\_\_ Cloudy\_\_\_ Rain\_\_\_ Windy\_\_\_ Fog\_\_\_

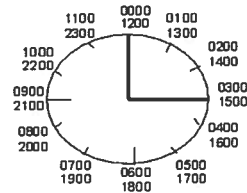
START DATE OF 16 Hr Count(d/mm): \_\_\_\_\_ START TIME OF 16 Hr Count: **0600 hrs**

END DATE OF 16 Hr Count(d/mm): \_\_\_\_\_ END TIME OF 16 Hr Count: **1400 hrs**

TIME	Gill Nets Active	Dip Nets Active	Rod & Reel Active	TIME	Gill Nets Active	Dip Nets Active	Rod & Reel Active
06:00				18:00			
07:00				19:00			
08:00				20:00			
09:00				21:00			
10:00				22:00			
11:00				23:00			
12:00				0:00			
13:00				1:00			
14:00				2:00			
15:00				3:00			
16:00				4:00			
17:00				5:00			

**Note: If no effort is seen at a particular time during a night spiral, please enter a zero for that time of the site visit**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Please FAX data by 10:00 Monday following the fishery **Cynthia Breau (250) 256-2660**



## 2014 MID FRASER RIVER FIRST NATIONS 16 HR EFFORT COUNT DATA FORM - Bridge River/Xaxli'p

Pg: \_\_\_\_\_  
Office Use Only

OBSERVERS ( First & Last Name ): \_\_\_\_\_ SHIFT: \_\_\_\_\_

FISHING SITE LOCATION: **D-11 Bridge River/Xaxli'p** WEATHER: Clear\_\_\_ Cloudy\_\_\_ Rain\_\_\_ Windy\_\_\_ Fog\_\_\_

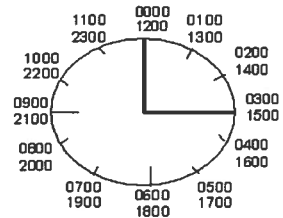
START DATE OF 16 Hr Count ( dd/mm): \_\_\_\_\_ START TIME OF 16 Hr Count: **1400 hrs**

END DATE OF 16 Hr Count ( dd/mm): \_\_\_\_\_ END TIME OF 16 Hr Count: **2200 hrs**

TIME	Gill Nets Active	Dip Nets Active	Rod & Reel Active	TIME	Gill Nets Active	Dip Nets Active	Rod & Reel Active
06:00				18:00			
07:00				19:00			
08:00				20:00			
09:00				21:00			
10:00				22:00			
11:00				23:00			
12:00				0:00			
13:00				1:00			
14:00				2:00			
15:00				3:00			
16:00				4:00			
17:00				5:00			

Note: If no effort is seen at a particular time during a night spiral, please enter a zero for that time of the site visit

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Please FAX data by 10:00 Monday following the fishery to: **Cynthia Breau (250) 256-2660**

2014 Sockeye Carcass and Live Fish Condition

MONITOR: \_\_\_\_\_

Date (dd/mm)	Carcasses				Live Fish				Sockeye Catch				Photo: Camera & Picture #
	Location (MU)	Number Observed	Location S=Shore R=River E=Eddy	Condition <sup>A</sup> F=Fresh T=Tainted R=Rotten	Milling at Mouth of Creeks (Y/N)	Number of Milling Fish Observed	Condition <sup>B</sup> N=Normal D=Diseased L=Labourled	Hook Marks Present (Y/N)	Gill Condition N= Normal D= Discoloured	Body Condition N= Normal D= Discoloured CB= Circular Blotches	Open Wound Present (Y/N)		
15-Jul	D11	1	S	R	Y	-25	L	N	D	D	N	DFOM1-23	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

A. Carcass Condition: F (fresh=gills red); T (tainted=gills white, body firm); R (rotten=body barely intact, flesh soft)  
 B. Live Fish Condition: N=normal; D=diseased (raw sores, lesions or fungus patches); L=laboured (lethargy or difficulty swimming)

**TASK B -  
MID FRASER FIRST NATION FISHERY BIOLOGICAL SAMPLING PROGRAM**

**ANTICIPATED TIME FRAME:** Approximate project time frame - July 22 through September 8, 2014 with the possibility of 4 option years

**BACKGROUND:**

The Mid Fraser catch monitoring program covers a broad geographic area on the Fraser River from Sawmill Creek to Deadman Creek, and the Thompson River downstream of the Bonaparte River. This encompasses approximately 250 km along the Fraser River, and 60 km along the Thompson River. The magnitude of this fishery led to its stratification into 13 geographic management units based on the traditional fishing areas of various native communities and natural geographic landmarks. The Mid Fraser First Nation fishery biological sampling program provides data which are essential for the management of sockeye.

**OBJECTIVE:**

The collection of biological samples from sockeye salmon provides information that enable staff to understand and evaluate mid river harvest dynamics, migratory patterns, gear vulnerabilities, en-route mortality and exploitation rates of interior sockeye stocks. Without the regular collection of biological samples from mid river fisheries, run reconstruction models are used to apportion FSC catch to stock groups. Scale samples obtained from mid river fisheries can generate much different estimates of stock proportions relative to the run reconstruction models that are currently used. This particularly holds true during years in which unfavorable migratory conditions (high temperature or discharge) persist. DNA samples are also very useful as they offer improved resolution for stock proportion estimates.

**SCOPE OF WORK:**

For the purposes of this agreement the Contractor must provide one (1) qualified, trained person to fulfill biological sampling and data management responsibilities for Management Unit D-11, which is specified as the area Bridge River rapids (map attached). The monitor must conduct three (3) patrols per week in order to collect 100 matched sockeye scales, DNA, lengths (and sexes if possible) as outlined:

## **BIOLOGICAL SAMPLING GUIDELINES:**

### **1. Matched DNA Samples**

A sampling request from the Pacific Salmon Commission for 2014 is to sample at least 100 sockeye from the Bridge River area per week for matching DNA (operculum punch sample), scale sample, length (POF) and sex during the period of active sockeye fishing in the Fraser River.

#### ***a. DNA Vials***

***The contractor must ensure the following protocol is followed:***

- Vials must be filled with 90% ethanol;
- Vials must hold a single sample only (one operculum punch per vial);
- Vials must be labeled with a permanent marker;
- Vial labels must be kept dry to prevent smudging or erasing label information; and
- Vials must be kept upright and the lids screwed on tightly to prevent leakage or evaporation.

#### ***b. Labeling Vials***

***The contractor must ensure the following protocol is followed:***

1. **Species:** type of fish sampled (e.g. sockeye)
2. **Date:** current date
3. **Sample Location:** place (Management Unit) where the sample was taken
4. **Vial number.**

#### ***c. Sampling Procedures***

***The contractor must ensure the following protocol is followed:***

- sample operculum (gill cover) avoiding tissue that is covered with fungus or rotten;
- use the paper hole punch to clip out a disk of the operculum;
- place operculum punch in the vial immediately to preserve the DNA sample;
- take **ONLY one** punch per fish;
- place **ONLY one** sample per vial;
- screw the lid on tightly;
- record location, vial number, length and sex of fish in Scale Sample book (Figure 1); and
- store sample vials in refrigerator (after shift is completed) to prevent evaporation.

### **2. Matched Scale Samples**

#### ***a. Scale Sampling Procedures***

***The contractor must ensure the following protocol is followed:***

- take two (2) scales per sockeye from the Preferred Scale Location (Figure 2);
- place two (2) scales as it is sampled into an individual pocket within the Scale Samples book (Figure 1);

- record the location, sex, length (POF), and DNA vial number (see DNA sampling procedures above) beside each single scale book pocket; and
- each Scale Samples book must hold samples from 115 fish (5 fish per page).

**Scale Samples**

SAMPLE SIZE..... 115.....

GEAR TYPE..... GN.....

LOCALITY..... Area 12.....  
 Johnstone Straits.....

.....

DNA ...100.....YES  NO

DNA CODE..... 02S1.....

CATCH DATE..... July 11, 2002.....

COMMENTS.....  
 scales 1-115.....  
 DNA sampled for 1-100.....  
 101-115 no DNA.....

.....

**Figure 1: Scale Samples book used to record sockeye sampled for matched scale, DNA, length and sex information.**



### 3. DATA COLLECTION

Collecting and recording data accurately and completely is the most important step in the Mid Fraser River biological sampling program. Quality data goes a long way to provide confidence in any scientific research. There are a few simple techniques that can be used in the field to provide accurate and complete recording of data:

- **Be Organized** – check that you have all your gear, pencils, food and water, etc. ready to go **before** you head out for your shift;
- **Take Your Time** – trying to do things too quickly leads to errors;
- **Manage Your Time** – use the slow times to check your data and ensure your samples are in order;
- **Record All Data** – print clearly;
- **Be Informed** – ask questions if there is something that is not clear to you; and
- **Check and Re-Check** – do this before you turn in your data while the information is still fresh in your mind.

All biological samples collected from the above activities, must be submitted weekly, by Monday the following work week, for quality control purposes. Submission can be made directly to the DFO Lillooet office located at 654 Industrial Place.

Fixed schedules must be collaboratively developed to ensure adequate coverage is provided for the biological sampling program to meet minimum sampling size requirements (100 samples / week).

- Based on current budget forecasts the DFO anticipates the Contractor could expend **158** hours (includes 8 hours for attending orientation training) from the onset of work to completion, within the dates stated; Actual program coverage will be adjusted in season to accommodate for changes in fish abundance and/or budget allocations as determined by DFO.
- All shifts must be completed and all data provided to DFO in a timely fashion.
- Transportation for monitoring remains the responsibility of Contractor.
- Ensure all biological data collected is accurate and complete.
- Submit biological data on a weekly basis to Cynthia Breau at the Lillooet DFO office located at 654 Industrial Place.

**TASK C –  
MID FRASER RECREATIONAL & F.S.C FISHERY MONITORING**

**ANTICIPATED TIME FRAME: Approximate project time frame - June 15 through to July 14, 2014 with the possibility of 4 option years**

**BACKGROUND:**

The Bridge River represents a major Chinook sports fishing location. Poor returns of Chinook salmon to the Fraser River system resulted in the closure of all river sport fisheries for Chinook adults in 1980. Since then, returns have improved to an extent that has permitted the reopening of sport fisheries in selected areas. Creel surveys are a vital tool to monitor fishery performance, evaluate stock impacts, and provide the data upon which future management decisions can be made.

**OBJECTIVE:**

Creel surveys are used to estimate total angler catch and effort. The information gathered in this survey will be used to determine the total number of Chinook caught by recreational anglers and the amount of angler effort exerted during the opening of the Bridge River sport fishery. Technicians must monitor fishing activities and interview fishermen to collect catch and effort information.

**SCOPE OF WORK:**

Provision of two (2) technicians is required to participate in this program. Technicians are required to gather information for the creel survey during open fishing times (Sun, Mon, Tue, Wed, Thu. only from **0600-2100** hours daily).

Monitors must conduct patrols to interview fishers for the purpose of collecting harvest information such as:

- type of gear used;
- length of time spent fishing;
- species caught or released;
- hourly levels of effort by gear type (fishing activity);
- biological sampling including scale and DNA sampling;
- relay of fishing opening or closure information; and
- reporting of illegal fishing activities.

All data captured from the activities outlined above, must be submitted weekly by Monday the following work week. Submission can be made by facsimile or delivered directly to the DFO Lillooet office located at 654 Industrial Place.

Fixed schedules must be collaboratively developed to ensure adequate coverage is provided for the Bridge River Chinook Sports Fishery. Pre-season fishing plans are developed based on the anticipated levels of return of numerous stock/run timing groups. Run timing and abundance estimates are derived from the best available information at the time.



- Based on previous agreements & current budget forecasts DFO anticipates the Contractor could expend a ceiling of **304** hours depending on years of high Chinook abundance or low Chinook abundance; Shift schedules and monitors must be flexible to accommodate for in-season changes to fishing openings and closures.
- Actual program coverage will be adjusted in season to accommodate for changes in fishery openings and/or budget allocations as determined by DFO.
- **Should the recreational fishery be closed, schedules will be tailored with support by Fisheries and Oceans to monitor the F.S.C. fishery (Task 1)**
- All shifts must be completed and all data provided to DFO in a timely fashion.
- Transportation for monitoring remains the responsibility of Contractor.
- Ensure all data collected is accurate and complete.
- Submit completed data forms by 10am Monday on a weekly basis, including forms where no interviews were conducted, to Cynthia Breau in Lillooet at 1-250-256-2660.

Data forms specific to this agreement are, but not limited to:

- Angler Interview Form;
- Access Point Angler Count Daily Summary; and
- Biological Data Form.

Forms listed above are immediately attached.

DATE \_\_\_\_\_ PROGRAM Bridge River SITE \_\_\_\_\_ SURVEYOR \_\_\_\_\_  
 \_\_\_\_\_ NUMBER OF INTERVIEW SHEETS \_\_\_\_\_ WEATHER \_\_\_\_\_  
 Cloud Clear Overcast Rain Wind

Time	On the Hour Rod Count	
	FN	Sport
6:00		
7:00		
8:00		
9:00		
10:00		
11:00		
12:00		
13:00		
TOTAL		

Time Interval	# of Complete Trip Interviews	# of Incomplete Trip Interviews	Total # of Interviews	# of boats launching	# of boats docking
05:01-06:00	0	0	0	NA	NA
		+	=		
06:01-07:00				NA	NA
07:01-08:00				NA	NA
08:01-09:00				NA	NA
09:01-10:00				NA	NA
10:01-11:00				NA	NA
11:01-12:00				NA	NA
12:01-13:00				NA	NA
13:01-13:30				NA	NA
TOTAL					

Time	On the Hour Rod Count	
	FN	Sport
14:00		
15:00		
16:00		
17:00		
18:00		
19:00		
20:00		
21:00		
TOTAL		

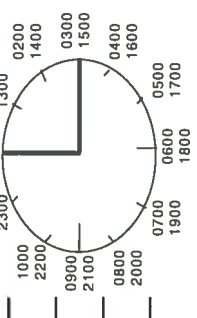
Time Interval	# of Complete Trip Interviews	# of Incomplete Trip Interviews	Total # of Interviews	# of boats launching	# of boats docking
13:31-14:00				NA	NA
14:01-15:00				NA	NA
15:01-16:00				NA	NA
16:01-17:00				NA	NA
17:01-18:00				NA	NA
18:01-19:00				NA	NA
19:01-20:00				NA	NA
20:01-21:00				NA	NA
TOTAL					



Date : \_\_\_\_\_ Interviewer: \_\_\_\_\_ Program \_\_\_\_\_ ACCESS SITE \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ (for this day)

#	Time of interview	Complete Trip	Time Started	Time Finished	Hours Fished	Hours Remaining	Target Species	Gear Type	Unmarked Fish Kept. Species - #	Marked Fish Kept. Species - #	Unknown Fish Kept. Species - #	Unmarked Fish Released Species - #	Marked Fish Released Species - #	Unknown Fish Released Species - #	Catch Inspected	Biological Data
1		Y N													Y N	Y N
2		Y N													Y N	Y N
3		Y N													Y N	Y N
4		Y N													Y N	Y N
5		Y N													Y N	Y N
6		Y N													Y N	Y N
7		Y N													Y N	Y N
8		Y N													Y N	Y N
9		Y N													Y N	Y N
10		Y N													Y N	Y N

Species Codes: CN= Chinook, CNJ= CN Jack, CO=Coho, SK=Sockeye, PK= Pink, RB= Rainbow, SM= Anything  
 Gear Codes: L=Lure, B=Bait, F=Fly





**APPENDIX "D"**  
**MID FRASER CATCH MONITORING PROGRAM**

**Fraser River Texas Creek to Kelly Creek**

**EVALUATION CRITERIA & SELECTION METHODOLOGY**

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 deemed non-compliant and excluded from further consideration.

**A. MANDATORY CRITERIA:**

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The bidder must, provide, with their bid, a certification stating that they meet the definition of an Aboriginal business, as registered with Industry Canada as an Aboriginal Business, on the date of bid submission, and an undertaking that the business will continue to meet this definition throughout the life of the contract.		

**B. RATED REQUIREMENTS:**

The following components will be evaluated based on the information supplied in proposals, and assigned marks up to the maximum presented below:

ITEM	Points Available
<b>Related Knowledge and Experience</b>	
A description of the organization's capability to carry out this work. - technical ability - personnel suitability	2.5 2.5
An indication of relevant, previous work successfully completed by the organization and organization's monitoring personnel:	

<ul style="list-style-type: none"> <li>- organization and personnel have completed similar projects successfully</li> <li>- organization only has completed similar projects</li> <li>- personnel only has/have completed similar projects</li> </ul>	15 10 5
Proof of certification: Main Technician's Swift water awareness training Basic First Aid including CPR  Alternate Technician's Swift water awareness training Basic First Aid including CPR	10
A description of the main technician's experience, relative to the work to be performed <ul style="list-style-type: none"> <li>- main monitoring individual having 2+ years of fishery monitoring experience</li> <li>- main monitoring individual having &lt; 2 years fishery monitoring experience</li> <li>- main monitoring individual having relevant experience that is not monitoring, meaning field experience working with salmon.</li> </ul>	15 10 5
A description of the alternate technician's experience, relative to the work to be performed <ul style="list-style-type: none"> <li>- alternate monitoring individual having 2+ years of fishery monitoring experience</li> <li>- alternate monitoring individual having &lt; 2 years fishery monitoring experience</li> <li>- alternate monitoring individual having relevant experience that is not monitoring, meaning field experience working with salmon</li> </ul>	15 10 5
<b>TOTAL POINTS</b>	<b>60</b>

The technical proposal submitted must receive an overall rating of 60% (minimum 36 out of 60)

Proposals which do not achieve this minimum threshold will be declared technically unresponsive and no further evaluation will be conducted with respect to that proposal.

Full marks (40) will be awarded to the lowest price bid and all other will be prorated.

The bidder with the highest combined rated criteria points (60%) and price points (40%) shall be selected as the bidder providing best value.

**Contract/File No.  
F5211-140070**

**Insurance Conditions**

**Aboriginal Business Certification**

**Former Public Servant Forms**





## INSURANCE CONDITIONS SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

- 8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$1,000,000.00.**

- 8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

**Minimum acceptable amount is \$1,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCUREMENT

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**CERTIFICATION REQUIREMENTS FOR THE  
SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. (i) I, \_\_\_\_\_ (*Name of duly authorized representative of business*) hereby certify that \_\_\_\_\_ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.
- (ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."
- (iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

**PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW**

2. (i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, [ ]
- OR
- (ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. [ ]
3. The Aboriginal business or businesses have:
- (i) fewer than six full-time employees [ ]
- OR
- (ii) six or more full-time employees [ ]

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
  
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

6.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Place

\_\_\_\_\_  
Title (Duly authorized representative of business)

For:

\_\_\_\_\_  
Name of Business

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS (NON-COMPETITIVE BID SOLICITATIONS FOR SERVICES) – FORMER PUBLIC SERVANT CERTIFICATION**

### **Policy Notice FP2012-01**

#### **I – Objective**

The objective of the notice is to implement usage of the above noted Supplemental Instructions to Bidders, now available in Abacus, for certification of former public servants in receipt of a pension in non-competitive bid solicitations for services.

#### **II – Background**

A contract for the services of a former public servant, who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board. Under a work force reduction program, for all contracts awarded during the lump sum payment period, the total amount of fees payable to a former public servant who received a lump sum payment is \$5000, including taxes.

The Treasury Board Contracting Policy, Section 16.8, details the requirements for contracting with former public servants in receipt of a pension under the Public Service Superannuation Act or of a lump sum payment under a work force reduction program. These contracts must bear the closest public scrutiny and reflect fairness in the spending of public funds.

With the creation of the PWGSC Pension Services Center, the information required to complete the abatement formula is no longer available to Materiel and Procurement Services offices through our Human Resources Branch and is also not available from this new Pension Services Center. Therefore, this information/certification must be obtained from bidders.

#### **III – Guidelines**

The attached Supplemental Instructions to Bidders has been developed and is now available in Abacus. This document instructs former public servants to provide the necessary information when bidding. The title to this document in Abacus is Supplemental Instructions to Bidders - Former Public Servant Certification. In order to be compliant with TB Contracting Policy, this document is to be inserted in the bid documentation with former public servants.

#### **IV – Inquiries**

For interpretation, clarification or enquires regarding any aspect of this notice, please contact:

Corporate Materiel Management, Policy  
Materiel and Procurement Services  
Financial and Materiel Management Operations  
Mail Station 9W071  
Ottawa, ON K1A 0E6  
Telephone: (613) 993-4684  
E-mail: [CMMP-PGMI@dfo-mpo.gc.ca](mailto:CMMP-PGMI@dfo-mpo.gc.ca)



## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS (NON-COMPETITIVE BID SOLICITATIONS FOR SERVICES) - FORMER PUBLIC SERVANT CERTIFICATION**

Contracts with 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 with FPS, bidders must provide the information required below.

### **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, in the context of the fee abatement formula, 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 to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. This formula is to be applied and the calculation is to be detailed in the bid documents.

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



The name and address of your firm

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**Request for Proposal Number F5211-140070**

**FSC Catch Monitoring: Fraser River Texas Creek to Kelly Creek**

**Due Date:** June 24, 2014  
2:00 pm (14:00 hours) Atlantic Time

**BID/PROPOSAL**

**Tender Reception,  
Fisheries and Oceans, Procurement Hub  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6**

**ATTENTION  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub  
Fisheries and Oceans Canada  
Phone: 506-452-3624**

