



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

August 10, 2015

Subject: Request for Proposal No. F5211-150283

Title: **Coho salmon Scientific Fishery in Taku River, British Columbia**

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Electronic proposals will be accepted until 2:00 PM Atlantic Time, **Tuesday, August 25, 2015**.

Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

TENDER SUBMISSION – F5211-150283
Coho salmon Scientific Fishery in Taku River, British Columbia

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from www.buyandsell.gc.ca. Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting contract.

For further information, please contact the Contracting Authority, David LaForge by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca.

The successful respondent(s) 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. It should permit technical evaluation based on the enclosed criteria. The period of the Contract will be from **Contract award to May 31, 2016** with the possibility of two additional one year option periods to be exercised in writing at the sole discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years.

All questions regarding this request for proposals should be submitted in writing, no later than **August 18, 2015**. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

David LaForge

Senior Contracting Officer
Material & Procurement Services

Coho salmon Scientific Fishery in Taku River, British Columbia

1. Letter of Invitation
2. Offer of Services
3. Instructions to Tenderers
4. General Conditions – Manual Services
5. Insurance Conditions
6. Terms of Payment
7. Statement of Work
8. Evaluation Criteria
9. Former Public Servant Certification

Fisheries and Oceans Canada

Bid Closing Date: August 25, 2015
Time: 2 pm (14:00 Hours) Atlantic Time
Financial Coding: 5F500-810-120-4101-5PA50-6

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Coho salmon Scientific Fishery in Taku River, British Columbia

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:

Coho salmon Scientific Fishery in Taku River, British Columbia

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, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. Annex 1 - This Offer of Services / Contract Form duly completed and signed;
2. Document attached and entitled "General Conditions – Manual Services”;
3. Document attached and entitled "Terms of Payment”;
4. Document attached and entitled “Insurance Conditions”;
5. Document attached and entitled "Statement of Work".

4. 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.

5. CONTRACT PERIOD

The Contract dates are as follows: Contract award through to May 31, 2016, with options to renew for 2 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work to be completed between September and October of each year, Project Authority will confirm exact dates.

Option periods if exercised will be June 1, 2016 through to May 31, 2017 and June 1, 2017 through to May 31, 2018.

6. TENDERED PRICES

SERVICES AND ASSOCIATED COSTS

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

Initial Contract Period – Contract award to May 31, 2016

Firm fixed price: \$ _____

Optional Period 1 – June 1, 2016 to May 31, 2017

Firm fixed price: \$ _____

Optional Period 2 – June 1, 2017 to May 31, 2018

Firm fixed price: \$ _____

7. 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.

8. SUBMISSION

The Contractor submits herewith the following:

- a) **Offer of Services/Contract Form
(Duly Completed and Signed)**
- b) **Certification - Former Public Servant**
- c) **Bid Proposal**

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.

9. 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:

- 9.1 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:

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

- 9.3 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:

- 9.4 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:

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

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

Signature

Print Name of Signatory

10. APPROPRIATE LAW

10.1 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.

10.2 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.

11. 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.

12. 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.

13. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed in Article 6 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.

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 standing offer 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. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2015

Contractor's signature _____

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:

CONTRACTING AUTHORITY

David LaForge
Senior Contracting Officer
Fredericton Procurement Hub
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton NB, E3C 2M6
Telephone: 506-452-2486

PROJECT AUTHORITY

(To be completed upon Contract award)

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 _____ 2015.

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

ACCEPTANCE UPON AWARD

This standing offer 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 _____, 2015.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

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, the Department of 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.

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 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 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 \$1,000,000 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 five (5) 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. The Department of 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.

GENERAL CONDITIONS – MANUAL SERVICES

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- 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:

British Columbia – PST-1000-5001
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 Prince Edward Island.
 - 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 31st 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 (4th 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 opo.boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at 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>.

INSURANCE CONDITIONS

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.**

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 6 of the OFFER OF SERVICES/CONTRACT FORM.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon the completion of all work accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by the Project Authority;
 - c. the Work performed has been accepted by the Project authority.
- 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 21 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

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

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.

STATEMENT OF WORK

1.0 Scope

1.1 Title: Coho salmon Scientific Fishery in Taku River, British Columbia

1.2 Introduction

Coho salmon enumeration using mark-recapture has been conducted on the Taku River for nearly 30 years and provides a long term index of Coho abundance into the Taku River. Tags are applied to returning adult Coho salmon below the Canada-US border and are subsequently recovered in above border Canadian fisheries which are used to generate an abundance estimate. Additionally, juvenile Coho salmon are tagged (CWTs) annually in the spring and returning adult Coho are sampled to recover juvenile tags which are used to generate smolt abundance estimates and exploitation rates on Taku River Coho.

1.3 Objectives of the Requirement

The work involves the use of gill nets to capture migrating Coho salmon, recovering a statistically significant number of tags, and to conduct biological sampling of the catch (including tag/tag scar information) on the Taku River upstream of the Canada/US border, British Columbia. The work is to be performed during the annual Coho run, which occurs from approximately late August through to mid-October.

1.4 Contract Period

The Contract dates are as follows: Contract award through to May 31, 2016, with options to renew for 2 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work to be completed between September and October of each year, Project Authority will confirm exact dates.

Option periods if exercised will be June 1, 2016 through to May 31, 2017 and June 1, 2017 through to May 31, 2018.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The contractor will be responsible for performing the following tasks:

1. The first week of fishing is contingent upon the duration of the commercial fishery. The first week of fishing will occur in September and will be identified by the project authority (PA) a minimum of one week in advance. The final week of fishing will begin noon Sunday of statistical week 41 of each year.

Statistical week 41 dates are as followed:

2015 – Final week of fishing begins on Sunday October 4
2016 – Final week of fishing begins on Sunday October 2
2017 – Final week of fishing begins on Sunday October 8

Exact dates to be confirmed by Project Authority in each year of the contract.

2. Fish using gillnets (as per specifications) in order to catch the weekly number of Coho as identified by the PA.
3. All Coho and sockeye caught will be retained by the Contractor. All bycatch (including steelhead) must be returned to the river. Fishing will be conducted in a manner that minimizes harm to non-target species while still achieving weekly catch targets identified by the PA.
4. Fishing effort must be spread out over at least **three days of fishing** in each weekly period. No more than 40% of the weekly catch may be caught on any one *day of fishing*. If fewer than four days are fished in a weekly period, there will be a break of at least one calendar day before fishing for the next weekly period begins.
5. It is possible that the weekly catch targets fish will not be achieved due to high water conditions or other factors. Any shortfall must be made up before starting on new weekly targets. For each weekly period during which weekly catch targets are *not attained* there must be a minimum of **five days of fishing**.
6. Catches of all species, soak times, and associated data will be recorded legibly on forms provided by the PA. Catch slips must be completed in accordance with appropriate annual Taku River Commercial Salmon Fishing Licence Conditions.
7. The contractor will inspect all Coho caught for missing adipose fins and tags, and every 4th fish will be sampled for scales, size, and sex information. All inspection and sampling will be conducted using forms and methodology identified by the PA. Heads from fish lacking adipose fins will be labelled, and matched with scales/size/sex data.
8. Any activity resulting from the scientific fishery must not interfere with any commercial fishing activity.
9. Submit data records, coded-wire / floy tags, scales (stored on scale cards provided by the PA), and other sample material collected to the PA at the end of each season.

2015 – sample data must be delivered to the PA by October 16
2016 – sample data must be delivered to the PA by October 14
2017 – sample data must be delivered to the PA by October 20

2.2 Specifications and Standards (Definitions)

1. Sampling protocols and forms for Coho and sockeye salmon will be provided by the PA.
2. *Fishing* is considered setting a net or drifting a net through the water with the goal of maximising the catch of Coho. Fishing time for each net (set/drift) will be determined by last cork in the water and first cork out.
3. Gillnets fished must be at least 100 feet long and at least 20 meshes deep, with five to six inch stretched mesh. Gillnets shall have 6 or more filaments in each twine of the web, with each filament in the web having a diameter of no less than 0.20 millimetres. The maximum gill net hang ratio shall not exceed three fathoms of mesh to one fathom of corkline (3:1).
4. A *day of fishing* will be defined as:

24-hour period starting at noon on which the contractor has:
 - fished drift-nets for a combined total of 7 hours (more than one boat may be used)

Or
 - fished set-nets for a combined total of 40 hours and fished a drift-net for a total of 3.5 hours

Or provided water levels are rising and the staff gauge located at Canyon Island (below the Canada/US border) reads more than six feet,
 - fished set-nets for a combined total of 60 hours.
5. *Catch* is to bring fish into the fishing vessel.
6. *Retain* is to keep as property.
7. *Week/weekly period* is defined as Sunday noon to the following Sunday noon.
8. The weekly Coho salmon catch target is 500.
9. *Fishing / camp crew* should consist of a project coordinator, skipper and a fishing crew with a minimum of three (3) people. **Project coordinator and skipper can be the same resource.**

2.3 Technical, Operational and Organizational Environment

The contractor will be responsible for providing a crew, boats/motors, and the necessary fishing gear to meet the project objectives. The contractor will be responsible for providing suitable lodging for the crew on the Taku River and ensure that the proposed skipper and crew maintain their Fishers Registration Card.

2.4 Reporting Requirements

The individual identified in the proposal as the Contractor's Project Coordinator shall:

- Communicate with the departmental personnel on the river or the PA on each *day of fishing* for the duration of the project to ensure the objectives of the project are met and to discuss any technical issues as they arise. Communication method may vary and will be determined by the PA.

The contractor must:

- Record all data collected on forms provided by the PA.

In the case that the field office located at Ericksen Slough is open -

- Communicate project updates and make sample materials available for review to the departmental representative from the field office on the Taku River by 13:30 after each *day of fishing*.

In the event that the DFO field office at Ericksen Slough has closed for the season, catches and sampling results will be communicated to the PA by 16:00 each weekday.

No reporting required on weekends.

2.5 Change Management Procedures

The DFO Project Authority is responsible for all matters concerning the technical content of the Work under this requirement. Proposed changes to the Statement of Work must be discussed with the DFO Project Authority and approved by a contract amendment issued by the Contracting Authority prior to acceptance. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority.

2.6 Ownership of Intellectual Property

No intellectual property will be created but all data will belong to DFO.

2.7 Language Requirements

The language of work and deliverables is English and the Contractor’s proposed Project Coordinator must be able to communicate in English at the intermediate level as per the Language Proficiency Grid below.

LANGUAGE PROFICIENCY GRID			
Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

EVALUATION CRITERIA

PROPOSALS:

Bid acceptance is at the discretion of Fisheries and Oceans Canada. Bids will be evaluated based on the information provided in the proposal.

MANDATORY REQUIREMENTS:

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

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

No.	Mandatory Criteria	Meets Criteria	Proposal Page No.
M1	The bidder <u>must</u> provide an experienced Skipper with minimum three (3) seasons of experience gillnet fishing on a remote glacial river.		
M2 a)	The bidder <u>must</u> demonstrate in their proposal that their proposed Project Coordinator has experience running a field camp supervising a crew of at least three (3) people.		
b)	The bidder <u>must</u> demonstrate in their proposal that their skipper has experience supervising a fishing crew of at least three (3) people.		
M3	Provide proof that the proposed Skipper and fishing crew have a valid Fishers Registration card.		

RATED CRITERIA:

Bidder must achieve a minimum score of 24 possible points (60%) of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.

Total points (R1, R2 & R3): 40 points maximum / Pass = 24 points minimum

No.	Evaluation Criteria	Maximum Score	Proposal Page No.
R1	<p>Demonstrate that the proposed resources have experience in working in very remote locations with limited access to communication - please provide start date and end date of the projects identified as well as location.</p> <p>Points will be assigned as follows:</p> <p>1 project = 3pts 2 projects = 5 pts 3-4 projects = 7 pts 5 projects = 10 pts</p>	10	
R2	<p>Demonstrate that the proposed skipper has experience in Coho salmon catch and tag recovery data - Please identify start date and end date of each project</p> <p>1 project = 3pts 2 projects = 5 pts 3-4 projects = 7 pts 5 projects = 10 pts</p>	10	
R3	<p>The Bidder should submit a maximum two (2) page document outlying the current requirements as stated in the SOW, which should include the following activities:</p> <p>a) Description of the <u>process and steps</u> that will be engaged and how it will achieve the projects objectives. (15pts)</p> <p>b) Description how to meet the <u>specific needs</u> that are stated in the SOW (5pts)</p>	20	
Total achievable maximum score		40	
Total achievable minimum score		24	

COST (30 POINTS)

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (30 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

BASIS OF SELECTION

The compliant bidder with the highest combined rated criteria points (70%) and price points (30%) shall be selected as the bidder providing best value and recommended for contract award.

FORMER PUBLIC SERVANT

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

Definitions

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

Yes ()

No ()

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

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

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

Work Force Adjustment Directive

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

Yes ()

No ()

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Signature

Date