

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

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

Email - courriel: <u>DFOtenders-soumissionsMPO@dfo-</u>

mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title - Sujet Date Evaluating the threat of sediment to at risk 14/01/2016 species of freshwater mussels Solicitation No. - Nº de l'invitation F5211-150520 Client Reference No. - No. de référence du client F2905-150044 Solicitation Closes - L'invitation prend fin At /a: 2:00 PM AST(Atlantic Standard Time) On / le: February 1st 2016 F.O.B. - F.A.B **GST-TPS Duty - Droits** See herein - Voir ci-See herein — Voir ci-inclus Destination inclus Destination of Goods and Services - Destinations des biens et services See herein — Voir ci-inclus Instructions See herein — Voir ci-inclus Address Inquiries to -Adresser toute demande de renseignements à Jean-Pierre deVink

Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée					
Vendor Name, Address and Representative – Nom du vendeur, adre et représentant du fournisseur/de l'entrepreneur:						
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur					
Name and title of person authorized or print) – Nom et titre de la person fournisseur (taper ou écrire en cara	ne autorisée à signer au nom du					
Signature	Date					

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 **Debriefings**

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

1.4 **Procurement Ombudsman**

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 for goods and under \$100,000 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 the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements. are incorporated by reference into and form part of the bid solicitation.

Section 01 - Integrity Provisions - Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 - Procurement Business Number - of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

a. name of former public servant;

(1.62.1.1.66626)

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.

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

"I ce	ertify	that I	have	examined	the	information	provided	above	and	that	it is	correct	and
com	plete	e "											

Signature	
Print Name of Signatory	

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

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

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

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy-on-Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: **Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

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

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

Bidders must meet all the mandatory requirements described below. This will be evaluated as either "Yes" or "No". Proposals not receiving "Yes" for any mandatory requirement will not be considered further.

Mandatory Requirement	YES	NO	Proposal Page #
Minimum of 10 years experience working with freshwater bivalves			
Minimum of 5 years experience working with species at risk			
 Previous experience assessing feeding behavior of freshwater mussels 			
 Laboratory facility capable of holding and maintaining live freshwater mussels 			

In order to assess the **Mandatory Requirements**, all bids must be accompanied by:

- A resume and summary of relevant work experience by the principal investigator
- Description of laboratory facility to be used during the project

4.1.1.2 Point Rated Technical Criteria

Point Rated Requirements

A proposal with a score less than 83% as a whole will be considered non responsive.

(F5211-150520)

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Laboratory facilities (30 points total, Pass = 25 points)	MAX POINTS (30)	EVALUATION GRID	PAGE#
 Long term holding conditions(including housing and feeding regime) Flow through system Ability to control temperature A plan for feeding algae or shellfish diet 	15	(5) points for each of the identified holding conditions	
Experimental apparatus Experimental raceway or tanks Flowcam Method of keeping food in suspension	15	(5) points for each of the identified experimental apparatus	
TOTAL POINTS:	30	PASSING SCORE ≥ 25	

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

1.1 Highest Compliant Combined Rating of Technical Merit and Price

It is understood by the parties submitting proposals that, to qualify, bidders must meet all mandatory requirements as well as the minimum scores identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account the technical merit of the proposals and price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 70% of the bid, and price at 30%. Therefore, bidders are advised to address each area in sufficient depth to clearly demonstrate effectively how the work will be done.

1.2 Contractor Ranking

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 70% Price: 30%

Technical Score = <u>Bidder's Points</u> **x** 70

Maximum Points

Price Score = Lowest Bid x 30

Bidder's Price

Total Score = Technical Score + Price Score

The proposal will be awarded to the highest total.

PART 5 - CERTIFICATIONS

5.1.2.3

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1.2.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

5.1.2.2 Contractor's Representative

Contrac	ctor's Representative
The Co	ntractor's Representative for the Contract is:
Name: Title: Address Telepho Facsimi E-mail:	one:
Supple	mentary Contractor Information
departm contract	nt to paragraph 221 (1)(d) of the Income Tax Act, payments made by nents and agencies under applicable services contracts (including ts involving a mix of goods and services) must be reported on a T4-A nentary slip.
requirer	able the Department of Fisheries and Oceans to comply with this ment, the Contractor hereby agrees to provide the following information certifies to be correct, complete, and fully discloses the identification of ntractor:
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

(1.02.11.100020)

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

<u>2010C</u> (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of F5211-150520 referenced above is amended as follows:

Delete section 27 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed from the point of contract award to march 31st 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Pierre deVink Title: Procurement officer

Department: Fisheries and Oceans Canada
Directorate: Material and procurement services

Address: 301 Bishop drive

Fredericton, NB, E3C 2M6

Telephone: 506-452-3619 Facsimile: 506-452-3676

E-mail address: DFOtenders.XNAT@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

•	•	•
Name: Title:		
Organization: Address:		
Telephone :		
Facsimile:		

The Project Authority for the Contract is: (to be entered at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

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

- 6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: <u>DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA</u>

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010C</u> (2015-09-03);
- (c) Annex A, Statement of Work;
- (d) Annex B, Terms of payment;

(e) Annex C, Security SRCL;

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 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.
- 6.12.3 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

6.13 Insurance G1005C (2008-05-12)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A" STATEMENT OF WORK

1.1 Title

Evaluating the threat of sediment to species at risk freshwater mussels.

1.2 Background:

DFO is the responsible jurisdiction for management of aquatic Species at Risk (SAR) under Canada's *Species at Risk Act* (SARA). DFO's Great Lakes Laboratory for Fisheries and Aquatic Sciences has the lead on addressing important scientific gaps that have been identified in a Recovery Strategy for these species. Recovery strategies for freshwater mussels have identified suspended sediment levels as a potential threat to freshwater mussels species at risk however the exact mechanism of action for this threat has never been elucidated.

Objectives of the Requirement

1.3 Objectives:

- 1.3.1 To evaluate the potential for sediment to act as a threat to freshwater mussel species at risk.
- 1.3.2 To assess the sediment flux on suspension feeding clearance rates.
- 1.3.3 To determine if the composition (size fraction, nutritional content) of suspended sediment affects mussel feeding.

2.0 Requirements

2.1 Background, Assumptions and Specific Scope of the Requirement

Recent results indicate that clearance rates *(CR)* vary non-linearly with material flux (i.e., *CR* increases linearly with seston flux and then declines at high flux) for mussels feeding on algae (Vanden Byllardt and Ackerman 2014) and river seston (Mistry and Ackerman, unpublished). We do not know how the *CR* of SAR mussels are affected by high concentrations of suspended solids under flowing conditions (i.e.,, flux) as experiments to date have been undertaken under static (or non-flowing) conditions. Incorporating flowing conditions will provide more ecologically relevant results for mussels found in rivers.

An understanding of the nutritional components of seston (suspended material) used by SAR mussels is needed to help resolve their ecological requirements and ultimately to facilitate the recovery of their habitats. The identification of phytoplankton in turbid rivers is somewhat difficult because phytoplankton are present within a high concentration of suspended solids. These high SS concentrations may also reduce CR (see above) although there may be a compensatory response (that may also affect CR) if the nutritional value of components within the seston is high. Clearly, it would be relevant and important to determine nutritional components of river seston.

2.2 Tasks/Activities:

- 2.2.1 Laboratory experiments on adult and juvenile freshwater mussels to assess influence of suspended sediment concentrations and flux on mussel clearance rates.
- 2.2.2 Laboratory experiments to evaluate the composition of the suspended sediment (size fractions/nutritional composition).

2.3 Deliverables:

The deliverables include electronic reports in MS Word Document format. Figures may be provided in an alternate, more appropriate format. All relevant raw data will also be submitted to

the Project Authority, in an electronic format deemed appropriate by the Contractor and Project Authority.

- 2.3.1 Final report on effect of suspended sediment concentration and flux on mussel feeding rates.
- 2.3.2 Final report on the influence of sediment composition of mussel feeding rates.

2.4 Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property arising from the performance of the Work under the contract will belong to Canada as the main purpose of the contract is to generate knowledge and information for public dissemination.

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

3.0 Other Terms and Conditions of the SOW

3.1 Location of Work:

All work will be completed at the contractor's facility.

3.2 Security Requirements

Access to government facilities and equipment will not be required.

3.3 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.

3.4 Technical, Operational and Organizational Environment

There are no technical, operational or organizational issues as all work will be completed at the contractor's facility.

3.5 Method and Source of Acceptance

The Project Authority will review the raw data and final report to ensure that it is deemed acceptable.

3.6 Project Management Control Procedures

Progress meetings may occur at the request of the Project Authority or the Contractor. Payment shall be made once the raw data and final report have been provided to the Project Authority and are deemed of acceptable quality by the Project Authority.

3.7 Change Management Procedures

If necessary, change of management procedures will occur through discussions between the Project Authority and the Contractor. However, such changes are not expected considering the breadth of the contract.

DFO Obligations

There are no additional DFO obligations as all work will occur offsite at the contractor's facility. The Contractor will not need access to DFO facilities or departmental assets.

Contractor's Obligations

There are no additional contractor obligations as there are no additional items of equipment or furnishings are required to complete this contract.

3.8 Language of Work

All work will be conducted in English.

4.0 Project Schedule

4.1 Period of Contract

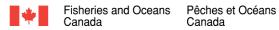
Date of Award to 31 March 2016

4.2 Schedule and Estimated Level of Effort

Results of both field collections and genetic assessment shall be provided in a final report. Raw data and final report are due to the Project Authority by March 31, 2016 marking the completion of the contract.

ANNEX "B" BASIS OF PAYMENT

1.	For the work described in Annex "A" Statement of work, a fixed price of
2.	GST/HST for item 1
3.	Total cost



ANNEXE « C » EXIGENCES RELATIVES À LA SÉCURITÉ

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