



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

Bid Receiving/Réception des soumissions

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

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-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 ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

<b>Title – Sujet</b> At-Sea Observers for Snow Crab Survey		<b>Date</b> May 5, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160088		
<b>Client Reference No. - No. de référence du client</b> F5198-150170A		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)  <b>On / le :</b> May 26,2016		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kimberly Walker <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, 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](mailto: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](http://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-conditions-manual) (<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 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 Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

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

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

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

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

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later 10 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 hard copy **OR** one soft copy in PDF format)

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

**Section III: Certifications** (one hard copy **OR** 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) (<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**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Annex E for details

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex E for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

*SACC Manual Clause ([A0027T](#)) (2012-07-16)*

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **56** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **80** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **80%** for the technical merit and **20%** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **80%**.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **20%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	63/100	89/100	92/100	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	63/100 x 80 = 50.4	89/100 x 80 = 71.2	92/100 x 80 = 73.6
	<b>Pricing Score</b>	45/55 x 20 = 16.36	45/50 x 20 = 18	45/45 x 20 = 20.00
<b>Combined Rating</b>	67.03	89.2	93.6	
<b>Overall Rating</b>	3rd	2nd	1st	

**PART 5 - CERTIFICATIONS**

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 Certifications Precedent to Contract Award and Certifications Required with the Bid**

**5.1.1 Certifications Precedent to Contract Award**

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

**5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal





Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

**5.1.1.2 Insurance**

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

**5.1.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

**5.1.2.1 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.2.2 Supplementary Contractor Information**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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



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

**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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

6.1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

6.1.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the DFO or the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.

6.1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

6.1.1.5 The Contractor/Offeror must comply with the provisions of the:

- Security Requirements Check List and security guide (if applicable), attached at Annex C;
- Industrial Security Manual* (Latest Edition).

6.1.1.6 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at [jody.lohnes@dfo-mpo.gc.ca](mailto:jody.lohnes@dfo-mpo.gc.ca) or at 902-471-7276 phone.

6.1.1.7 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

### 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-) (<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**

[2010C \(2015-07-03\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C 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 period of the Contract is from on or about July 15, 2016 through to April 30, 2017 inclusive

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@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 to be provided at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone : \_\_\_ \_\_\_ \_\_\_\_\_  
 Facsimile: \_\_\_ \_\_\_ \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

**6.5.3 Contractor's Representative (name to be provided at contract award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_ \_\_\_ \_\_\_\_\_  
 Facsimile: \_\_\_ \_\_\_ \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

**6.7 Payment**

**6.7.1 Basis of Payment**

- 6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(insert amount at contract award)* and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 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 Expenditure

SACC Manual clause [C6001C](#) (2013-04-25) Limitation of Expenditure

## 6.7.3 Multiple Payments

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

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

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

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

## 6.9 Certifications

### 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 [2010C](#) (2015-07-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;



- (d) Annex B, Basis of Payment (Schedule of Rates and Pricing Sheet);
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Ownership of Intellectual and other property including copyright

## **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](mailto: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](http://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 (2016-01-28)**

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

### 1.0 Scope

#### 1.1 Title At-Sea Observers for Snow Crab Survey

#### 1.2 Introduction

An annual snow crab survey is conducted on the Scotian shelf for the purposes of stock assessment. The snow crab fishery is one of the most valuable fisheries in Atlantic Canada and the Scotian Shelf component of this fishery is considered to be the most conservative and relies heavily on quality data from this survey to make informed management decisions.

The requirement for this contract is to provide up to three (3) DFO (Department of Fisheries and Oceans Canada) certified at-sea observers. The Contractor is also required to provide data entry, data editing and data loading into the DFO ISDB database with all data created through the snow crab survey.

Top-quality data collection, entry, and editing is essential for this contract as the data is used as the basis for an assessment of a snow crab stock which high value and importance to the Maritimes Region. The security requirements assure that all data is handled in accordance with DFO security policy.

The operation of this survey requires eight individuals, four crew members and four scientific staff. The scientific staff generally consists of a chief scientist, a DFO aquatic sciences technician as well as up to three (3) DFO certified at-sea observers. In exceptional circumstances, the balance of scientific staff may shift to 1-3 at-sea observers for short periods of time depending on operational requirements.

The at-sea observers are responsible for sorting of the catch caught by the trawl net at each survey station and providing biological measurements of the animals caught.

#### 1.3 Contract Period

On or about July 15, 2016 through to April 30, 2017, (8.5 Months), with options to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be May 1, 2017 through to April 30, 2018, May 1, 2018 through to April 30, 2019 and May 1, 2019 through April 30, 2020.

The Project work will take place between approximately August 15 and January 15 of each contract year.

A maximum of 420 survey stations (plus up to 20 additional "expanded sampling" stations) will be completed. Exact dates will be determined by the DFO Project Authority. These dates (and the required working days throughout) will be contingent on operational considerations of the charter vessel (work place) based on such factors as weather, vessel maintenance/ repair requirements, etc.

#### 1.4 Contract Area of Operations

The work will be conducted throughout the Scotian Shelf in Crab Fishing Areas: N-ENS, 23, 24 and 4X.

#### 1.5 Level of Effort

An estimated usage of up to 165 sea days over the course of an estimated 10-15 trips at sea. These trips will sail from or land in various ports across Nova Scotia from North Sydney to Lunenburg.





## Data Entry, Editing and Loading

- Based on the last three years of survey data, an estimate of approximately 2,000,000 keystrokes will be required for data entry.
- An estimate of time required to edit and load the survey data is 40-60 hours.

### 1.6 Tasks

#### **Observers:**

The observers will be responsible for the following tasks:

- Sorting of trawl net catch into individual species
- Providing exact biological measurements of various crab species as per survey sampling protocol Appendix A-1.
- Recording all measurements on proper paper forms (see. Appendix A-2)

#### **Data entry:**

- Data entry into DFO ISDB database
- Data quality checks to ensure quality of data through double key punch, visual and automated edits.
- Make all subsequent changes to database (for error correction purposes) within 48 hours of notification by scientist-in-charge

### 1.7 Background, Assumptions and Specific Scope of the Requirement

This work will be carried out over a number of months on-board a DFO chartered vessel. Contractor will be required to provide at-sea observers on a short notice basis (sometimes less than 6 hours). Actual days at sea will depend on various logistic considerations such as weather, availability of research vessel, etc.

### 2.0 Requirements

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

The requirement for this contract is to provide up to three (3) DFO certified at-sea observers and at least one employee in their office to enter and load data into the DFO ISDB database.

There will be no specific milestones for this project. The project will be considered to be complete annually when all data collected on the snow crab survey is resident in the DFO ISDB database and all hard copies of paperwork have been returned to DFO project authority. Contractor may periodically invoice monthly for at-sea days completed incrementally throughout the course of the survey. Completion must also include any data edits requested by DFO scientific staff to have been completed in the database. The payment schedule can be discussed with the project authority upon contract award.

#### 2.2 Technical, Operational and Organizational Environment

Field work will be carried out aboard a 60-70' DFO chartered fishing vessel. Actual sampling of the catch will be carried out on-board the deck of said vessel as well as in a custom constructed scientific sampling lab on-board. All data entry and data quality assurance will be carried out at the Contractor's base of operations (office).



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

Data entered in the database must be checked by DFO scientific personnel to ensure that quality standards have been met.

### **2.4 Project Management Control Procedures**

The Project Authority of DFO will communicate in writing with the supplier if any of the requirements of the contract are not being satisfactorily met.

### **2.5 Change Management Procedures**

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.

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.

### **2.6 Ownership of Intellectual Property**

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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

### **3.1 DFO Support**

There will be no access to any DFO facilities but the Contractor will be granted secure access to DFO networks to complete the work required as per Maritimes Regional Annex.

DFO will provide a survey vessel as well as scientific and vessel crew. Sleeping accommodations and meals will be provided for the observers onboard the survey vessel.

DFO will provide the hard copies of all required forms (see Appendix A-2) to be filled out by the contractor while conducting the survey within seven (7) days of contract award.

DFO will provide all sampling equipment (i.e. calipers, scales, baskets, gloves, writing implements, etc).

Data entered in the database must be checked by DFO scientific personnel to ensure that quality standards have been met.

### **3.2 Contractor's Responsibilities**

Contractor must maintain at-sea-observer qualification including Canadian General Standards Board and Fisheries and Oceans certification and designation and any requirements necessary for Maritimes Regional Annex throughout the duration of this Contract. DFO At-Sea Observer Policy Document:

<http://www.dfo-mpo.gc.ca/fm-gp/sdc-cps/nir-nei/obs-dpp-eng.htm>



Contractor is expected to carry out the required tasks ensuring high quality data collection, editing and entry into the ISDB database.

Contractor is responsible for providing Foul Weather Gear (i.e. rain suit) and CSA approved safety toe rubber boots for their designates.

Contractor must provide between one and three certified observers (based on operational requirements as determined by the chief scientist). When one observer is required, that individual must meet experience criteria M3 in evaluation criteria. When two or three observers are required, at least two individuals must meet experience M3 in evaluation criteria.

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

Field work will be carried out aboard a DFO chartered vessel. All data entry and data editing will be carried out at contractor's office.

Due to existing workload and deadlines, all personnel assigned must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

### **3.4 Language of Work**

All work and deliverables will be carried out in English Speaking Environments.

### **3.5 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.

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

### **3.6 Travel and Living**

No additional travel or living costs will be charged by the Contractor.



**ANNEX "B" BASIS OF PAYMENT**

**Pricing and Basis of Payment**

The Contractor shall provide an all-inclusive cost for an estimate of up to 165 “At-Sea Day” rate for any day (or portion thereof) spent at sea. No additional charges for travel, meals or living accommodations will be accepted by the Crown.

The period of the Contract is from on or about July 15, 2016 through to April 30, 2017 inclusive

A “Sea Day” cost must be submitted for the period of August 1, 2016 to January 15, 2017.

The Contractor shall provide an all-inclusive fixed cost for data entry and editing for the contract work period of August 1, 2016 to January 31, 2017.

The Bidder must provide an all-inclusive cost on a “Sea Day” basis for:

- Any day (or portion thereof) spent at sea. No additional charges for travel,, meals or living accommodations will be accepted by the Crown.
- In cases where an employee of the contractor is deployed to the DFO charter vessel, but is not at-sea, a stand-by rate will apply. This will be one half (1/2) of the normal sea day rate. Stand by rate will apply when observers are traveling to vessel or in port and not released from duty.

<b>“SEA DAY” RATE FOR AT-SEA OBSERVERS</b>			
Period	Estimate At-Sea Days	All-inclusive At-Sea Daily Rate	Estimated Total
August 1, 2016 to January 15 , 2017	165		\$

Bidder must provide an all-inclusive cost for data entry and data editing.

<b>DATA ENTRY AND EDITING</b>	
Period	All inclusive Cost
August 1, 2016- January 31, 2017	\$



**ANNEX "C" SECURITY REQUIREMENTS CHECK LIST**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat F5245-150170A
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Fisheries and Oceans</b>	2. Branch or Directorate / Direction générale ou Direction <b>Science</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Contractor will provide at-sea observers (fisheries technicians) for the annual snow crab survey and research projects. This will require representatives of the company participating in scientific surveys aboard DFO- chartered commercial fishing vessels. These individuals will be responsible for sorting catch and scientific sampling of organisms within the catch. All data remains the property of DFO. No contractors will be allowed access to GoC workplaces, buildings or sites.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat F5245-150170A
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat F5245-150170A
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

**Contract / file number:** F5211-160088

**PROJECT TITLE:** At-Sea Observers for Snow Crab Survey

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory (Bidder) :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

**For Use at Fisheries and Oceans Canada  
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_

**Date:** \_\_\_\_\_





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## ANNEX “D” - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

### E10 Crown to Own Copyright

#### E 10.0 Copyright

E 10.1 In this section,

“Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

E 10.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2016)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2016)

E 10.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

E 10.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

E 10.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

E 10.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

E 10.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.



**ANNEX "E" EVALUATION CRITERIA**

**PROPOSALS:**

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

**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 proponent may 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 must provide proof of at-sea-observer qualification including Canadian General Standards Board and Fisheries and Oceans certification and designation. Must meet any requirements necessary for Maritimes Regional Annex.		
M2	The bidder must provide the following: Names of proposed resources: <ul style="list-style-type: none"> <li>➤ Minimum of 3 at-sea-observers – must include proof of at-sea-observer certification including certification number</li> <li>➤ Minimum of 1 data entry resource</li> </ul>		
M3	The bidder must demonstrate experience for each at-sea-observer resource named including: <ul style="list-style-type: none"> <li>➤ Experience conducting scientific surveys (include survey names and years, minimum of 1 survey)</li> <li>➤ Minimum 3 years as certified at-sea-observers</li> <li>➤ Minimum 3 years measuring crab species and sorting trawl net catches on board fishing vessels</li> </ul>		
M4	The bidder must demonstrate that at least one data entry/editing resource has minimum of 3 years of experience processing and editing data from scientific surveys and loading data into the ISDB database. Experience must be directly with the DFO ISDB database as this is where all data must reside within 2 weeks of survey completion. <ul style="list-style-type: none"> <li>➤ State with which surveys and years this resource has experience.</li> </ul>		
M5	The bidder must provide proof of valid Security Clearance including: <ul style="list-style-type: none"> <li>➤ All proposed resources must have Reliability</li> <li>➤ Contractor must have Designated Organization</li> </ul>		



	<p>screening (DOS) with approved Document Safeguarding at the level of Protected B</p> <ul style="list-style-type: none"> <li>➤ Complete Personnel Identification Form (PIF)</li> </ul>		
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**RATED REQUIREMENTS:**

<b>Experience (80 Points / 56 Points Minimum)</b>				
		Max Points	Point Breakdown Structure	Evaluated Score
A	Experience of each of three (3) designated at-sea observer in sorting catches aboard fishing vessels. (Average of the 3 observers)	10	<ul style="list-style-type: none"> <li>• &gt;3-4 years (min. requirement) <b>(3 points)</b></li> <li>• 4-5 years <b>(5 points)</b></li> <li>• &gt;5 years <b>(10 points)</b></li> </ul>	
B	Contractor's resource experience with scientific surveys at-sea . State years and surveys for each observer. (Average of the 3 observers)	20	<ul style="list-style-type: none"> <li>• <u>Time (max.10 points)</u> : 1 year (3 points) 2 years (6 points) 3+ years (10 points)</li> <li>• <u>Number of Surveys (max.10 points)</u> : 1 survey (3 points) 2 surveys (6 points) 3 surveys (10 points)</li> </ul>	
C	Experience with ISDB of contractor's resource charged with data handling (loading, editing, etc).  State years of experience and which surveys.	60	<ul style="list-style-type: none"> <li>• <u>Time ( max. 30 points)</u> : 3 years (min. requirement) (8 points) 4-5 years (15 points) &gt;5 years (25 points)</li> <li>• <u>Number of Surveys (max.30 points)</u> : 1 survey (8 points) 2 surveys (15 points) 3 surveys (25 points)</li> </ul>	
<b>Total Evaluated Score</b>				<b>/80</b>

**Proposals MUST receive a rated requirements minimum score of 56 points in order to be considered technically responsive. Those not meeting the minimum score of 56 points will not be considered further.**

**Cost Evaluation (total maximum of 20 points)**

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (20 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 (80) and cost (20) shall be selected and awarded the contract.