



**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, New Brunswick | Nouveau-Brunswick E3C 2M6

Email - courriel: 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 :

Title – Sujet STANDING OFFER – South Coast Salmon Fisheries Assessment Services		Date August 31, 2016
Solicitation No. – N° de l'invitation F5211-160373		
Client Reference No. - No. De Référence du Client NA		
Solicitation Closes – L'invitation prend fin At / à : 2:00pm AST (Atlantic Time)/ HNA (heure normale de l'Atlantique) On / le : September 30, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits N/A
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Trudy Scott Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur: 		
Telephone No. – No. de téléphone		
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) 		
Signature		Date



PART 1 - GENERAL INFORMATION

1.1 Summary

Fisheries and Ocean Canada (DFO), Pacific Region, intends to establish a Standing Offer for a variety of salmon fisheries assessment services to be carried out within the South Coast Area of British Columbia, Canada. The south coast area includes Vancouver Island, Mainland Inlets and Sunshine Coast. The types of services that may be needed are described in detail below but could include interviewing to determine fishing activity profiles, catch per unit of effort (CPUE), mark rate and catch verification, fishery monitoring, effort counts, or biosampling in First Nation, commercial and / or recreational fisheries. The Standing Offer will be to provide services on an AS AND WHEN REQUESTED BASIS.

Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services. A Standing Offer will be for 1 year with an additional 2 option years at the discretion of Fisheries and Oceans Canada.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The requirement is limited to Canadian goods and/or services. The Offeror certifies that the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

1.2 Security Requirements

There is no security requirement associated with this bid solicitation.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).



The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Integrity Provisions – Bid of 2006 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2006 referenced above is amended as follows:

Delete section 02 in its entirety.

2.2 Submission of Offers

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.

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)

2.3 Former Public Servant

Please see Part 5 for details.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer 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.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound / saved sections as follows:

Section I: Technical Offer (One soft copy)

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

Section II: Financial Offer (One soft copy)

Offerors must submit their financial offer in accordance with the Annex B, Cost Proposal.

Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Point Rated Technical Criteria

Please see Annex D for details

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2014-06-26), Evaluation of Price ([if applicable](#))

Please see Annex D for details.

4.2 Basis of Selection

Please see Annex D for details.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 E-mail: _____

5.1.2 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:



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:

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

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:

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

5.1.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

5.1.4 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.



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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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 Standing Offer and resulting contract(s) 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

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

Section 11 – Integrity Provisions: Delete section 11 in its entirety.

6.4 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2016 to October 31, 2017.

6.4.1 Extension of Standing Offer

A Standing Offer will be for 1 year with an additional 2 option years at the discretion of Fisheries and Oceans Canada.

A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

Standing Offer Authority

The Standing Offer Authority is:

Trudy Scott
Team Lead
Fisheries and Oceans Canada
Materiel and Procurement Services
301 Bishop Drive, Fredericton, NB E3C 2M6
Email: Trudy.Scott@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



Offeror's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____

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 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

6.8 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Cost Proposal;
- g) Annex C, Insurance Requirements;

6.9 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.



6.10 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer 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 Procurement Ombudsman

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

6.11.2 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.

6.11.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsqc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions: Delete section 27 in its entirety.

6.3 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.



6.4 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.

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid according to Annex B. Customs duties are included and Applicable Taxes are extra.

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.

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.

6.5.2 Limitation of Price

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

6.5.3 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.

6.5.4 Invoicing Instructions

Payments will be made provided that:

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

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA



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.

6.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Standing Offer for South Coast Salmon Fisheries Assessment Services

1.2 Introduction and Duration

Fisheries and Ocean Canada (DFO), Pacific Region, intends to establish a Standing Offer for a variety of salmon fisheries assessment services to be carried out within the South Coast Area of British Columbia, Canada. The south coast area includes Vancouver Island, Mainland Inlets and Sunshine Coast. The types of services that may be needed are described in detail below but could include interviewing to determine fishing activity profiles, catch per unit of effort (CPUE), mark rate and catch verification, fishery monitoring, effort counts, or biosampling in First Nation, commercial and / or recreational fisheries.

The Standing Offer will be to provide services on an AS AND WHEN REQUESTED BASIS.

The period of the Standing Offer will be from November 1, 2016 to October 31, 2017 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada.

Any changes to the Standing Offer must be authorized by an amendment issued by the Standing Offer Authority.

1.3 Estimated Value

The total value of all resulting contracts emanating from an awarded Standing Offer will not exceed \$ 200,000.00, excluding any applicable taxes.

It should be noted that a Standing Offer to provide services shall be on an as and when required basis. **Standing offers are not a guarantee of business and Fisheries and Oceans Canada (DFO) is not obligated to use these services.**

1.4 Objectives

DFO requires skilled, technical, salmon assessment services in order to acquire accurate detailed information to assist with many fisheries management initiatives.

1.5 Location of Work and Anticipated Level of Effort

Services will be conducted within statistical areas of South Coast of BC. The majority of work is expected to be completed in the field but some reporting deliverables will need to be provided from the Contractors facility.

The maps can be viewed at:

Fisheries and Oceans Canada >> Pacific Region >> Integrated Fisheries Management Plans
>> Salmon >> South Coast Salmon 2015 (Summary)



English version: <http://www.pac.dfo-mpo.gc.ca/fm-gp/mplans/2015/smon/smon-sc-cs-2015-sm-en.html>

French version: <http://www.pac.dfo-mpo.gc.ca/fm-gp/mplans/2015/smon/smon-sc-cs-2015-sm-fr.html>

These are approximate estimates based on past historical projects and future project planning. These time estimates are subject to change based on departmental requirements.

Area	Marshalling Location	High Season *	Total Estimated Hours
11	Port Hardy	May - Oct	200
14	Qualicum	May – Oct	200
15	Sechelt	May – Oct	700
16	Powell River	May – Oct	200
17	Nanaimo	May – Oct	600
18	Duncan	May – Oct	1,500
19	Victoria	May – Oct	700
20 (South of Jordon River)	Sooke	May – Oct	200
20 (Jordon River and North)	Port Renfrew	May – Oct	200
21 / 22	Nitinat Hatchery	May – Oct	200
23 (Alberni Inlet)	Port Alberni	May – Oct	2,000
23 (Barkley Sound)	Bamfield / Ucluelet	May – Oct	2,000
24	Tofino	May – Oct	200
25	Gold River	May – Oct	200
26	Fair Harbour	May – Oct	300
27	Port Hardy	May - Oct	200

* Please note that services may be required outside of the high season, however, this table provides an indication of when the bulk of services are needed.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

DFO requires the Contractor to provide the following types of services. The following is a general list of possible tasks to be undertaken. Each call-up or resulting contract will detail the actual services required, including information such as dates, level of effort, required resources, and service details such as survey design, methodology or reporting information.

Fishery Interviews

Fishing interviews are conducted in First Nation, commercial and recreational fisheries to monitor, collect, verify and report catch data. Interview data may provides fishing activity profiles and catch per unit of effort (CPUE) information that combined with effort data can produce catch and release estimates. Catch data interviews may be conducted on boats, docks, ramps, over the radio as hails or by telephone. Depending on the survey design and fishery, contractors may



need to provide abundance and / or stock composition data.

The Project Authority will provide forms to record data, data submission formats, survey and sampling protocols. Reports summarizing the data collected may be required. Crews may need to be transported by vessel from marshalling site to work location.

Effort Counts

Effort is a measurement of the time and energy spent fishing, generally recorded as boat days but can also include rod or person hours. Depending on the type of survey or fishery assessment, contractors will be required to count the number of boat fishing or anglers fishing in rivers on foot, by vehicle, on a vessel or in an aircraft.

The Project Authority will provide forms to record data, data submission formats, survey and sampling protocols. Reports summarizing the data collected may be required. Crews may need to be transported by vessel from marshalling site to work location.

Biosampling Tidal Water Fish

Bio-sampling fish from tidal waters may take place in fish plants, on vessels, on docks, at boat ramps or the tidal portions of a river. The data to be collected from carcasses may include:

- Scales and otoliths for ageing and thermal mark assessment
- Length (post – orbital hypural)
- Sex
- DNA punches if requested
- Tag number (or absence with secondary mark) if fish in system are a part of a tagging program
- Radio tag collected if encountered
- All data collected is provided back to DFO in a timely manner in the format identified by the project authority

The Project Authority will provide forms to record data, data submission formats, sampling protocols and bio-sampling equipment as required. Crews may need to be transported by vessel from marshalling site to work location.

2.2 Communication Requirements

The communication requirements of the Contractor are as follows:

- Submission of original data forms, completed as required
- Contractor must notify the Project manager as soon as possible when alterations to survey schedule are required
- Check-in times with Project Authority or DFO Fishery Technicians will be set at time of call-up.

2.3 Ownership of Intellectual Property

There will not be intellectual property created during these service activities, but Fisheries and Oceans has determined that any information or data provision arising from the performance of the Work under this Standing Offer or any resulting Contract will belong to Canada.

3.0 Other Terms and Conditions of the SOW



3.1 Safety

The personal safety of the Contractor, individuals being trained in assessment work, and any persons employed thereby is the responsibility of the Contractor. At no time is the Contractor expected to endanger themselves, trainees, or their employees during surveys or related activities, including travel, stream access, on the water and biosampling events.

The following safety provisions are the responsibility of the Contractor and must be in place for any work that takes place in or **within 10m of moving water**:

- Minimum crew size of **two**, with at least one being an experienced crew chief.
- A minimum of one crew member must be trained in Swiftwater Rescue Technician Level 1 (current and valid, or no break in swim surveys greater than one year from time of course attendance) and First Aid (minimum OFA Level 1).

3.2 DFO Obligations

DFO will:

- Provide data forms and data submission formats
- Provide survey and sampling protocols, if required
- Provide biosampling equipment
- Provide specialized assessment equipment, such as boats, radios or satellite phones, GPS's, if required.
- Obtain the necessary licenses to fish for scientific purposes and identify persons authorized to carry out sampling activity under the authority of the license.
- Provide special transportation requirements when necessary. Services being required within any areas may require transportation by vessel or aircraft.

3.3 Contractor's Obligations

- In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the contract or work being done, the more stringent provisions will be applied and enforced.
- Crew may be required to travel by vessel or aircraft when necessary which will be determined by DFO.
- The Contractor must maintain consistent and clear communication with the DFO project authority by email, telephone, fax, and cell phone. Methods of communication in remote communities can be limited.
- The Contractor will work cooperatively with other contractors, DFO and personnel from other Federal Government departments or agencies who are involved in the specific project.
- The Contractor will be required to ensure adequate and safe transportation to marshalling sites that require remote transportation.
- Crew members will be required to arrive to the work site with the necessary equipment. If the crew member arrives without the necessary equipment they will not be allowed to participate in the survey. The Contractor will be expected to have appropriate replacement resources or risk forfeiting a resulting contract.
- Crew member will be required to keep their training and certifications current.
 - Swiftwater Rescue Technician Level 1 (current and valid, or no break in swim surveys greater than one year from time of course attendance)
 - First Aid (minimum OFA Level 1).



- Required Equipment may include but is not limited to:
 - Waders, wading boots, rain gear, Personal Floatation Devices (PFDs), drysuit(s), appropriate clothing and foot ware for travelling in the bush or in a boat.

3.4 Language of Work

Services and documents must be provided in English.

3.5 Call up Procedures

DFO will provide an outline to the highest-ranked contractor for a specified area at the beginning of a project or task, including the number of crew needed for the service. The Contractor will be required to communicate with the DFO Project Authority and demonstrate availability and ability within 5 working / calendar days. The Contractor will provide to the Project Authority a list indicating the names of people that will be conducting the services (e.g. crew chief and crew). The Contractor will also need to provide any required certifications as requested by DFO, such as Swift Water or First Aid. If the Contractor is unable to demonstrate the requirements to the Project Authority in the specified time, a call up will not be awarded and DFO will move on to the next ranked contractor for service provision. Periodically the Contractor may need to be available on short notice and provide confirmation within 24 hours.

DFO will authorize the work to proceed with the call up document signed by DFO. Any changes must be authorized by DFO by a signed amendment before carrying out corresponding changes in the work. The Contractor is not to perform work in excess of or outside the scope of each call up unless provided in writing by the project authority. Each Call-up results in a separate contract between DFO and the Contractor. Contractors acknowledge that multiple standing offers or contracts may be issued in order to meet requirements.

The Contractor shall not, in any event, allow performance of the Work by unauthorized persons. If a replacement person for the project team is necessary, the Contractor will need to acquire acceptance from the Project Authority. Any acceptance of proposed crew members by the Project Authority shall not relieve the Contractor from responsibility to meet the requirements of any resulting Contract.

DFO may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement. The fact that DFO does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of any resulting Contract.

3.6 First Nations Capacity Building

DFO is developing a capacity building program in which established contractors take additional First Nations crew members and train them in assessment work. Before going out into the field First Nations crew members will be required to complete: escapement training, swiftwater rescue training, and first aid. Crew members will arrive to the work site with the required equipment or they will not be allowed to participate in the survey. The Contractor retains the right to refuse to take on any crew member who is late or arrives unprepared to safely conduct the survey, but a reason must be provided explaining why the crew member was refused.

Annex B - F5211-160373 Statistical Area	Marshaling Location	INITIAL STANDING OFFER PERIOD				OPTION YEAR ONE				OPTION YEAR TWO					
		Administrative		Crew Chief		Administrative		Crew Chief		Administrative		Crew Chief			
		Rate		rate per hour	per person rate per hour	Rate		rate per hour	per person rate per hour	Rate		rate per hour	per person rate per hour		
11	Port Hardy	%		\$		\$		\$		\$		\$		\$	
14	Qualicum	%		\$		\$		\$		\$		\$		\$	
15	Sechelt	%		\$		\$		\$		\$		\$		\$	
16	Powell River	%		\$		\$		\$		\$		\$		\$	
17	Nanaimo	%		\$		\$		\$		\$		\$		\$	
18	Duncan	%		\$		\$		\$		\$		\$		\$	
19	Victoria	%		\$		\$		\$		\$		\$		\$	
20 (South of Jordan River)	Sooke	%		\$		\$		\$		\$		\$		\$	
20 (Jordan River and North)	Port Renfrew	%		\$		\$		\$		\$		\$		\$	
21 / 22	Nitinat Hatchery	%		\$		\$		\$		\$		\$		\$	
23 (Alberni Inlet)	Port Alberni	%		\$		\$		\$		\$		\$		\$	
23 (Barkley Sound)	Barnfield / Ucluelet	%		\$		\$		\$		\$		\$		\$	
24	Tofino	%		\$		\$		\$		\$		\$		\$	
25	Gold River	%		\$		\$		\$		\$		\$		\$	
26	Fair Harbour	%		\$		\$		\$		\$		\$		\$	
27	Port Hardy	%		\$		\$		\$		\$		\$		\$	
Notes:															
	#1 Administrative Rate:	A percentage that will be applied to each awarded call-up / contract and is to cover business costs, excluding labour.													
	#2 All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years														



ANNEX "C"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



F5211-160373

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX D - EVALUATION CRITERIA

RATED REQUIREMENTS:

Bids MUST receive a minimum score of 50% for the rated requirements in order to be considered technically responsive. It is strongly recommended that bidders complete the Technical Proposal Form provided to demonstrate experience. **Complete one (1) form for each proposed area of interest.**

R1 FIELD EXPERIENCE (max 20 points)

<p>Demonstrate years of experience doing field work.</p> <p>Field work is defined as having performed surveys or research within a natural environment which does not include indoor or urban locations.</p> <p>A year is defined as activities within a January to December timeframe.</p>	<p>2 points for every year of experience up to max of 20 points</p>
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R2 ASSESSMENT EXPERIENCE (max 20 points)

<p>Demonstrate years of experience doing fisheries assessment activities as per the statement of work.</p> <p>A year is defined as activities within a January to December timeframe.</p>	<p>2 points for every year of experience up to max of 20 points</p>
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R3 AREA EXPERIENCE (max 20 points)

<p>Years of experience doing fisheries assessment activities within the chosen areas indicated within provided proposal.</p> <p>A year is defined as activities within a January to December timeframe.</p>	<p>2 points for every year of experience up to max of 20 points</p>
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Total Rated Points (R1, R2, R3): 60 points max / 30 points minimum

A bid proposal with a score less than 50% for the rated requirements overall will be considered non-responsive and will not be considered further.

Cost Evaluation (maximum of 40 points) – please use Cost Proposal form provided

Bidders will complete Cost Proposal form provided in bid package.
(Rates are exclusive of any applicable taxes.)

Administrative Rate:

A percentage that will be applied to each awarded call-up/contract and is to cover business costs, excluding labour.

Note – if rates are not provided for the option years, they will be considered to be the same as for the initial standing offer period.

Cost Evaluation Method

The cost of a proposal will be determined by calculating costs for all years of standing offer and using the estimated levels of effort for each specified area.

A year of costs will be calculated by:

crew chief rate (hourly rate X 25% estimated hours for specified area) +
crew rate (hourly rate X 75% estimated hours for specified area) +
administrative rate (total cost for crew X proposed percentage)

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (40 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

BASIS OF SELECTION FOR EACH AREA:

Compliant bidders will be ranked highest to lowest based on the combined rated criteria points and cost points for a specified area.

DFO intends to award a maximum of 5 standing offers to those scoring 60 points or above starting at the highest ranked bidder.

In the event of a tie, meaning an identical score submitted by different bidders, the ranking selection will be determined following Treasury Board Contracting Policy.

