



**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

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 Specialized call centre to handle incidents involving dead or distressed marine mammals		Date September 28, 2016
Solicitation No. – N° de l'invitation F5211-160255		
Client Reference No. - No. de référence du client F3732-16GRAA001		
Solicitation Closes – L'invitation prend fin At / à : 2 :00PM ADT (Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) On / le : October 13, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Nancy Paquette A/Contracting Officer Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
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)		
Signature	Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS3

1.4 PROCUREMENT OMBUDSMAN3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 SUBMISSION OF BIDS.....4

2.3 ENQUIRIES - BID SOLICITATION.....4

2.4 APPLICABLE LAWS.....5

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....7

PART 5 - CERTIFICATIONS..... 9

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD9

PART 6 - RESULTING CONTRACT CLAUSES 13

6.1 SECURITY REQUIREMENTS13

6.2 STATEMENT OF WORK.....13

6.3 STANDARD CLAUSES AND CONDITIONS.....13

6.4 TERM OF CONTRACT13

6.5 AUTHORITIES14

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS15

6.7 PAYMENT15

6.8 INVOICING INSTRUCTIONS16

6.9 CERTIFICATIONS16

6.10 APPLICABLE LAWS.....16

6.11 PRIORITY OF DOCUMENTS17

6.12 PROCUREMENT OMBUDSMAN17

6.13 INSURANCE G1005C (2016-01-28).....17

ANNEX "A" STATEMENT OF WORK 18

ANNEX "B" - BASIS OF PAYMENT 20

ANNEX "C" EVALUATION CRITERIA..... 21



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

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 Enquiries - Bid Solicitation

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

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



2.4 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 (1) hard copies **OR** one (1) soft copy in PDF format)

Section II: Financial Bid (one (1) hard copies **OR** one (1) soft copy in PDF format)

Section III: Certifications (one (1) hard copies **OR** one (1) 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.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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 C for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex C for details

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating (50%) of Technical Merit and Price (50%)

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 70 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 140 points.
2. Bids not meeting "(a) or (b) or (c)" 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 50% for the technical merit and 50% 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 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
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 50/50 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 50 = 42.59$	$89/135 \times 50 = 32.96$	$92/135 \times 50 = 34.07$
	Pricing Score	$45/55 \times 50 = 40.90$	$45/50 \times 50 = 45.00$	$45/45 \times 50 = 50.00$
Combined Rating		83.49	77.96	84.07
Overall Rating		2nd	3rd	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

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 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) 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.

5.1.2 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 Superannuation 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.

Signature

Date



5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature

Date

5.1.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date

5.1.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.1.3.4 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 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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 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 (2015-09-03) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of XXXXX 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 November 1st 2016 to October 31st, 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 two (2) 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 fifteen (15) 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: Nancy Paquette
 Title: A/Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, New Brunswick
 Telephone: 506-452-3494
 Facsimile: 506-452-3676
 E-mail address: 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 (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: _____
 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 The Contractor will be paid its costs reasonably and properly incurred in the works, determined in accordance with the basis of payment in Annex B, to a limitation of expenditure of \$ _____ (insert amount at contract award). The customs duties and 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

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.7.4 Travel and Living Expenses

Canada will not pay for any travel or living expenses incurred in the performance of the Work.

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

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 (2015-09-03), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

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

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

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

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

6.13 Insurance G1005C (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

1.1 TITLE

Specialized call centre to handle incidents involving dead or distressed marine mammals for the year 2016-2017.

1.2 PURPOSE

Provide specialized services and expertise as required for the implementation and management of an integrated system for processing incoming calls in French to report incidents involving marine mammals according to the requirements of Fisheries and Oceans Canada (DFO) – Quebec Region.

1.3 BACKGROUND

Every year, incidents occur involving marine mammals: accidental entanglement, live cetacean strandings, animals found outside their normal range, orphaned or sick animals, animal carcasses, etc. Responding to such incidents is complex, involves several stakeholders, requires effective coordination, sparks public interest, provides a unique opportunity to gather scientific data, and affects several species at risk.

The need to come to the aid of marine mammals in distress for ecological, scientific and humanitarian reasons is well known, and DFO must reassure the public that their concerns about marine mammals are taken into consideration.

With those concerns and its conservation mandate in mind, DFO must award a service contract for the implementation and management of a specialized system for processing calls. With such a system, the public will have a way to immediately contact specialists regarding incidents involving dead or distressed marine mammals, and a quick and appropriate response can be launched.

1.4 SCOPE

The Contract period is from November 1, 2016, to October 31, 2017, with two option years.

2.0 REQUIREMENTS

- Provide specialized services and expertise as required for the implementation and management of an integrated system for processing incoming calls to report incidents involving marine mammals;
- The Contractor must oversee the classification of incidents in accordance with the protocols in place. The Contractor must also define and implement appropriate action plans to ensure that emergencies are addressed in a diligent manner;
- Emergency monitoring must also be done as needed under exceptional circumstances;
- The call centre must provide telephone support in advanced French to the field teams responding to incidents involving marine mammals; and
- Relevant data must be compiled and an annual activity report generated.

3. TASKS AND DELIVERABLES

The following services must be provided by the Contractor:

- Handle calls made to report incidents;
- Have an appropriate communication system;



- Provide scheduled coverage as follows:
May 1 – October 31: 8:00 a.m. – 5:00 p.m. daily
November 1 – April 30: 9:00 a.m. – 5:00 p.m. two days a week
- Provide an after-hours answering service;
- Improve and/or update response protocols as needed;
- Communicate with the various responders in the field during response.

Language requirement options

Since the Quebec Region is a unilingual Francophone region, the specialized call centre must be able to handle calls in advanced French. Employees must be proficient in both of Canada's official languages (French and English). In other words, they must at all times be able to communicate orally and in writing unassisted and without making major errors (evaluation not possible).

Constraints

Provide scheduled coverage in accordance with the guidelines specified in section 3 above.

Support provided by the client: N/A.



ANNEX "B" - BASIS OF PAYMENT

A –Firm all-inclusive price for the initial contract period

TABLE 1 : Initial contract period – From November 1, 2016 to October 31, 2017					
Description		Quantity (A)	Unit of measure	All-inclusive price (B)	Extended Price (C=A*B)
1	Call center to handle incidents involving dead or distressed marine mammals	12	Per month	_____ \$	_____ \$
Sub-total					_____ \$
Applicable Taxes					_____ \$

B- Firm all-inclusive price for the optional years of the contract

TABLE 2 : Option Year One – From November 1, 2017 to October 31, 2018					
Description		Quantity (A)	Unit of measure	All-inclusive Price (B)	Extended Price (C=A*B)
1	Call center to handle incidents involving dead or distressed marine mammals	12	Per month	_____ \$	_____ \$
Sub-total					_____ \$
Applicable Taxes					_____ \$

TABLE 3 : Option Year Two – From November 1, 2018 to October 31, 2019					
Description		Quantity (A)	Unit of measure	All-inclusive price (B)	Extended Price (C=A*B)
1	Call center to handle incidents involving dead or distressed marine mammals	12	Per month	_____ \$	_____ \$
Sub-total					_____ \$
Applicable Taxes					_____ \$



ANNEX "C" EVALUATION CRITERIA

Proposals will be reviewed against the evaluation criteria below. It is recommended that bidders address each requirement in sufficient detail for the evaluation team to carry out a comprehensive analysis and evaluation.

Proposals failing to adequately fulfil the **mandatory requirements** will be excluded from further consideration. Only proposals fulfilling the mandatory requirements will be evaluated with respect to the **point-rated technical requirements**.

In their proposals, bidders must demonstrate, using concrete examples, that they possess the necessary qualifications by supplying various supporting documentation including detailed résumés indicating educational backgrounds, areas of expertise and work experience along with any other relevant documents indicating clearly that they meet or exceed all mandatory and technical requirements.

Proposals from bidders not meeting all mandatory requirements or rated below the required minimum for technical requirements shall be disqualified.

Bidders must attach the following tables to their proposals indicating that they meet the evaluation criteria and providing the page numbers and sections of their proposals where the relevant information is found with a view to verifying compliance with the criteria.

Any false declaration discovered during verification will result in the exclusion of the entire proposal, which will not be evaluated.

	Mandatory Requirements	Where to Find This Information in Proposal (To be completed by bidder)	Meets Criteria (Reserved for DFO use)	Does Not Meet Criteria (Reserved for DFO use)
M1	The bidder must demonstrate that it has comprehensive knowledge* of marine mammals in the St. Lawrence Estuary and Gulf. <i>* The bidder must supply a corporate document demonstrating that it has a minimum of 5 years' experience in work concerning marine mammals.</i>			
M2	The bidder must demonstrate that it has comprehensive knowledge of the stakeholders* involved in marine mammal monitoring in Quebec. <i>* The bidder must supply one or more documents demonstrating that it has a minimum of 5 years' experience working with stakeholders involved in marine mammal monitoring.</i>			
M3	The bidder must demonstrate that it has comprehensive knowledge* of important habitats and physical environments for marine mammals in Quebec. <i>* The bidder must supply one or more documents demonstrating that it has a minimum of 5 years' experience working in this area of expertise.</i>			
M4	The bidder must demonstrate that it has advanced knowledge* of marine biology. <i>* The bidder must supply the resumé(s) of proposed resource(s) indicating their academic background(s).</i>			
M5	The bidder must demonstrate that it has a bilingual workforce* with advanced proficiency in French. Please refer to the following table of language competencies. <i>* The bidder must submit the résumés of proposed resources.</i>			



Point-Rated Technical Criteria

Proposals that meet all mandatory technical criteria will be evaluated and rated as set out in the following tables.

Proposals failing to earn the minimum required number of points will be deemed non-compliant. Each technical criterion is to be rated separately.

Rated Criteria no. 1: Technical Criteria		Maximum Score	Points Breakdown	Cross-Reference to Proposal [COMPLETED BY BIDDER]
R1.1	The bidder should supply proof that it has an adequate communication system, the capacity to provide scheduled coverage as set out in the statement of work and an after-hours answering service.	30	Communication system = 10 points Scheduled coverage = 10 points Answering service = 10 points	
R1.2	The bidder should supply proof that it has the experience* to improve and implement protocols for coordinating the actions of government and non-government stakeholders in response to situations involving dead or distressed marine mammals. <i>* The bidder should supply one or more documents demonstrating that it has a minimum of 5 years' experience concerning this technical criterion.</i>	20	5 – 7 years of cumulative experience = 10 points 7 – 9 years of cumulative experience = 15 points 9+ years of cumulative experience = 20 points	
R1.3	Ability to implement existing protocols.* <i>* The bidder should supply a minimum of three protocols and a document listing all protocols implemented as part of interventions involving marine mammals.</i>	20	2 points awarded per protocol up to 20 points	
Total evaluated score for R1 requirements (Minimum score: 35 points)		70		

Rated Criteria no. 2 : Management Criteria		Maximum Score	Points Breakdown	Cross-Reference to Proposal [COMPLETED BY BIDDER]
R2.1	The bidder should supply proof that it has the skills* required to assess the evaluations reported in accordance with existing protocols and handle all cases appropriately. <i>* The bidder should supply one or more documents demonstrating that it has a minimum of 5 years' experience concerning this technical criterion. Additionally, the bidder must specify its average number of interventions involving marine mammals over the past 5 years.</i>	20	5 – 7 years of cumulative experience = 5 points 7 – 9 years of cumulative experience = 7 points 9+ years of cumulative experience = 10 points 1 – 50 interventions = 3 points 51 – 100 interventions = 6 points 101+ interventions = 10 points	



R2.2	<p>The bidder should supply proof that it has the experience* to maintain communication with the various field responders during interventions.</p> <p><i>* The bidder should supply one or more documents demonstrating that it has a minimum of 5 years' experience concerning this technical criterion.</i></p> <p><i>Additionally, the bidder should supply 2 examples of protocols demonstrating communication with various field responders during interventions.</i></p>	20	<p>5 – 7 years of cumulative experience = 5 points</p> <p>7 – 9 years of cumulative experience = 7 points</p> <p>9+ years of cumulative experience = 10 points</p> <p>0 examples = 0 points</p> <p>1 example = 5 points</p> <p>2 examples = 10 points</p>	
R2.3	<p>The bidder should supply proof that it has the expertise* to coordinate the actions of government and non-government stakeholders where complex response is required to incidents involving dead or distressed marine mammals:</p> <ul style="list-style-type: none"> - disentangling large cetaceans; - relocating cetaceans; - necropsy of cetaceans other than Beluga; and - euthanasia of species not listed in Schedule 1 of the <i>Species at Risk Act</i>. <p><i>* The bidder should provide 2 examples of complex responses over the past 5 years to incidents involving dead or distressed marine mammals.</i></p>	20	<p>0 example = 0 points</p> <p>1 example = 10 points</p> <p>2 examples = 20 points</p>	
R2.4	<p>Extensive ongoing networking with all marine mammal stakeholders.</p> <p><i>* The bidder should supply one or more documents demonstrating that it has a minimum of 5 years' experience concerning this technical criterion.</i></p>	10	<p>5 – 7 years of cumulative experience = 5 points</p> <p>7 – 9 years of cumulative experience = 7 points</p> <p>9+ years of cumulative experience = 10 points</p>	
Total evaluated score for R2 requirements (Minimum score: 35 points)		/70		
PROPOSAL TOTAL (R1 + R2) (Minimum score: 70 points)		/140		



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