



**RETURN OFFERS TO:  
RETOURNER LES OFFRES A :**

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-  
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Email - courriel: [DFOtenders-  
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR STANDING OFFER**

**DEMANDE D'OFFRES À  
COMMANDES**

Offer 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, services, and construction listed herein  
and on any attached sheets at the price(s) set  
out therefor.

Offre 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, services  
et construction énumérés ici sur toute  
feuille ci-annexée, au(x) prix indiqué(s).

<b>Title – Sujet</b> <b>Salmon Patrol Services – North Coast</b>		<b>Date</b> January 30, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-170014		
<b>Client Reference No. - No. de référence du client</b> F1670-160017		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At /à :</b> 14:00 EST (Eastern Standard Time) HNE (heure normale de l'Est) <b>On / le :</b> March 23, 2017		
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address INQUIRIES to – Adresser toute demande de renseignements à</b>  Kimberly Walker Senior Contracting Officer Fisheries and Oceans Canada		
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification and any other annexes

### **1.2 Summary**

Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Patrol Services on the Pacific north coast of British Columbia. The contractor must have the ability to assess salmon stocks, report on fishing activities, collect and provide catch statistics, conduct stream inventories, and collect biological samples. In addition, it must possess the tools and equipment to conduct the work.

The intent is to establish a standing offer for each patrol area so that the contractor can be called up to provide services on an as and when required basis. The inclusion of estimated days per year in the cost proposal document is not a commitment by DFO. It is anticipated that resource managers will endeavour to be in contact with contractors to discuss an upcoming season and what possible level of effort may be considered so that contractors can plan their business accordingly. These discussions are not a commitment or guarantee by DFO to call up or contract for these estimates.



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 four (4) 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 subject to a preference for Canadian goods and/or service.

### **1.3 Security Requirements**

There are no security requirements for this project.

### **1.4 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. The debriefing may be in writing, by telephone or in person.



## **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.

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**

Offers must be submitted only to the Department of Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

**Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) 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) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.**

### **2.3 Former Public Servant**

Please see Annex H for details

### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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 sections as follows:

**Section I: Technical Offer** (One (1) hard copy **OR** one (1) soft copy in PDF format)

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

**Section III: Certifications** (One (1) hard copy **OR** one (1) soft copy in PDF format)

**Please note that DFO prefers receipt of offers in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Offerors 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 offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer**

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**

Offerors must submit their financial offer in accordance with the "Annex "B", Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Payment by Credit Card**





Canada requests that Offerors complete one of the following:

(a) (  ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card is accepted:  
Master Card \_\_\_\_\_

(b) (  ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications 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**

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

Please see Annex I for details

#### **4.1.2 Financial Evaluation**

SACC *Manual* Clause [M0220T \(2016-01-28\)](#), Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



## **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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

### **5.2 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.

#### **5.2.1 Former Public Servant**

Please see Annex H for details

#### **5.2.2 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

#### **5.2.3 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

**5.2.4 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

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 herein.

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.

## **PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 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 herein.

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.



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **7.3 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 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.

##### **7.3.1 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 – Contract of 2005 referenced above is amended as follows:

Delete section 11 in its entirety.

#### **7.4 Term of the Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from May 1, 2017 to April 30, 2021.

All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the four years.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three/two (3/2) one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.



The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 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.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 7.6 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.

## 7.7 Identified Users



The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada

## 7.8 Call-up Procedures - Right of First Refusal

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Project Authority will provide the Offeror with the following information **in writing**:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. **The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.**

7.8.1.4 Call-ups (contracts) will be issues first to those contractors that ranked #1 for the contract area. Should the 1<sup>st</sup> ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2<sup>nd</sup> ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving, 7 calendar days to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2<sup>nd</sup> ranked contractor. & calendar days will again be giving to respond. If a response is not received during this time the Project Authority will contact the 3<sup>rd</sup> ranked contractor.

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also services as notification to the Contractor, detailing the required services. A separate contract is entered into each time a call-up is made against the Standing Offer. Call-ups for work against a Standing Offer will be authorized by the Project Authority.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Purchase Order Form.

## 7.10 Financial Limitation





The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$350,000.00 (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.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.11 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 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) the general conditions [2010C \(2016-04-04\)](#), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Application Form
- h) Annex D, Physician's Certificate of Fitness for Duty
- i) Annex E, Former Public Servant Certification
- j) Annex F, Mandatory Evaluation Criteria

### 7.12 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.

### 7.13 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.**

### 7.14 Licensing

**The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.**



## 7.15 SACC Manual Clauses

SACC *Manual* clause [A9141C](#) (2008-05-12) Vessel Condition

SACC *Manual* clause [G5003C](#) (2014-06-26) Marine Liability Insurance

## 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.

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

Section 13 - Interest on Overdue Accounts, of [2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

Section 27 – Integrity Provisions – Contract of [2010C](#) (2015-09-03) referenced above is amended as follows:

Delete section 27 in its entirety.

### 7.3 Term of Contract

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

### 7.4 Delivery Date

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

### 7.5 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.

### 7.6 Payment

#### 7.6.1 Basis of Payment

Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative twice yearly (July and January) and upon submission of an invoice.



Payment will be made for costs reasonably and properly incurred in the performance of the work, in accordance with the contractor's cost proposal and the Statement of Work.

### **7.6.2 Limitation of Price**

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.6.3 Multiple Payments**

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

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

## **7.7 Invoicing Instructions**

**7.7.1** Payments will be made provided that:

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

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

**7.7.1.2** 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.

## **7.8 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

Upon Standing Offer award the successful bidder will be required to supply proof of insurance to the contracting authority within ten (10) business days. The contractor may be required to provide proof of insurance upon request at any time throughout the standing offer period.

### **7.8.1 Vessel Condition**



**SACC Manual clause A9141C (2008-05-12) Vessel Condition**

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the Canada Shipping Act, S.C. 2001, c. 26

7.8.2 Marine Liability Insurance

**SACC Manual clause G5003C (2014-06-26) Marine Liability Insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance 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. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. 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.
  - e. 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 "A" STATEMENT OF WORK**

### **Title**

#### **Salmon Patrol Services –North Coast**

### **Introduction**

Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Patrol Services on the Pacific north coast of British Columbia. The contractor must have the ability to assess salmon stocks, report on fishing activities, collect and provide catch statistics, conduct stream inventories, and collect biological samples. In addition, it must possess the tools and equipment to conduct the work.

The intent is to establish a standing offer for each patrol area so that the contractor can be called up to provide services on an as and when required basis. The inclusion of estimated days per year in the cost proposal document is not a commitment by DFO. It is anticipated that resource managers will endeavour to be in contact with contractors to discuss an upcoming season and what possible level of effort may be considered so that contractors can plan their business accordingly. These discussions are not a commitment or guarantee by DFO to call up or contract for these estimates.

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

### **Standing Offer Dates**

May 1, 2017 through to April 30, 2021

### **Contract Area of Operation**

Project work for a patrol area will be specified by the Resource Manager each year.

### **Objectives of the Requirement**

The contractor will be required to provide the services, information, and equipment at the frequency and in the manner herein described. This is to be carried out as independently as is efficiently feasible. No direction, supervision, or other assistance in addition to the stipulations of this statement of work, the initial annual mobilization meeting, and response to required progress reports will be provided by Fisheries and Oceans Canada unless necessitated by urgent, unforeseen events.

Fisheries and Oceans Canada requires an informational database in order to make quality fishery management decisions. The contractor's role in this regard is to provide or disseminate the information outlined below as applicable to your patrol area. You are expected to use methods that are effective and efficient. Forms that will be provided must be fully completed, and where no standard format is provided, information must be presented in a clear, concise manner that facilitates incorporation into the Fisheries and Oceans Canada database.



**Requirements and Objectives**

The contractor will need to develop the methodologies to carry out, on an ongoing basis, the actions essential to the effective realization of Fisheries and Oceans Canada requirements and objectives. The Information Collection and Information Dissemination requirements are as follows:

**Information Collection**

<b>Info Type</b>	<b>Fishery</b>	<b>Format</b>	<b>Frequency</b>
1. Catch data and gear counts in contract area.	Salmon	Catch reporting log	As appropriate for the fishery
2. Spawn timing, distribution and abundance of fry/juvenile/adult for designated streams in contract area. Stream activity (log jams erosion/silting/deleterious acts/ substances).	Salmon	-Stream inspection log -Annual stream report -Sampling programs (i.e. tagging, trapping) -Stream narrative	-After each inspection  - end of each contract  -after completion of program  - end of each contract
3. Any information pertinent to management and protection of any segment of the fishery.	All	-Weekly activity report -Occurrence report	Weekly unless urgent action required.

**Information Dissemination**

<b>INFO TYPE</b>	<b>TARGET</b>	<b>SOURCE</b>
1. Communication of opening and closure announcements and associated info by VHF radio or notice posting in contract area	All stakeholders/client groups	Fisheries and Oceans Canada
2. Response to information requests from all stakeholders/client groups or general public regarding coastal/inland fishery regulations, notice to industry, or public notices.	All	Regulations, Fisheries and Oceans Canada, Contractor, Fishing plans
3. Health and safety plan. This plan is required in the event of an accident or injury to the contractor or others.	Fisheries and Oceans Canada	Contractor

In addition the contractor may be required to monitor, collect, record and report, or assist in, the following objectives.

1. Maintain clearly marked fishing boundary signs.
2. Personal contact with fishery participants (commercial, aboriginal or recreational) in patrol area.
3. Effectively maintain streams in assigned patrol area.
4. Timely capture of brood stock and egg take for salmonid enhancement projects.
5. Timely and appropriate biological samples and photos for reports or analysis by others.
6. Suitable accommodation and meals, including an extra berth or berths for Department staff or observer.
7. Observance and compliance with all applicable health and safety standards.



8. Fully inform fishing public and/or client group regarding policy, regulation, notices to industry, fishing plans, etc.

### **Patrol Area Locations**

#### **North Coast**

- Area 3 & 4 Nass North / Skeena

The contractor will most likely work on commercial salmon net fisheries in Areas 3 and 4. Stream assessments will most likely be in Area 3.

- Area 3 & 4 Nass South / Skeena

The contractor will most likely work on commercial salmon net fisheries in Areas 3 and 4. Stream assessments will most likely be in Area 3.

- Area 4 Skeena

The contractor will most likely work on commercial salmon net fisheries in Area 4. Stream assessments will most likely be in Area 4 and the northern portion of Area 5.

- Area 6 Kitimat North

The contractor will most likely work on commercial salmon net fisheries in Area 6. Stream assessments will most likely be in the northern portion of Area 6.

- Area 6 Kitimat South

The contractor will most likely work on commercial salmon net fisheries in Area 6. Stream assessments will most likely be in the southern portion of Area 6. Be prepared to frequent exposed waters such as the west side of Aristabal Island.

\*\*Depending on salmon run strength, the contractor will be prepared to work throughout Areas 3 to 6 \*\*

### **DFO Obligations**

DFO will provide the following work instruments and reference documents as applicable.

- Stream Inspection Log
- Annual Stream Reports
- Fisheries Act and Regulations
- List of DFO staff and contacts in contract area
- Fishery Management Plans
- BC Tidal Waters Sport Fishing Guide
- Electronic Stream Inspection program (as applicable to the patrol)
- DFO VHF radio (except where programmable VHF radios are required)

### **Contractor's Obligations**

The contractor / vessel operator, will have in their possession, maintain and provide proof of validity upon request throughout the standing offer the following:

- Radio operator's license.
- Firearms Possession Only License or Firearms Possession and Acquisition License
- WCB or equivalent coverage for the owner/operator of a commercial vessel and/or vehicle working under contract for Fisheries & Oceans Canada.
- WCB coverage for operators and employees (deckhands) as required by law.
- Swift Water Training





- Bear Awareness Training
- Wilderness Or Marine (Basic or Advanced) First Aid Training
- The contractor must be physically fit for the duties specified within the contract.

The patrol contractor and their associated employees, upon request from the Resource Manager, may be required to wear identifiable Fisheries and Oceans Canada clothing. Contractors and their associated employees must exhibit a clean well groomed appearance at all times while under contract with Fisheries and Oceans Canada.

**The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.**

#### **Language of Work**

The Language of work for this requirement is English.

#### **Vessel Requirements**

- 25ft or greater in length. Radar
- Sounder
- Compass
- Marine VHF Radio
- GPS Navigational Aid
- Auxiliary Boat / Skiff C/W Outboard Motor
- Gas/Diesel Powered
- Minimum 8 Knots Cruising Speed
- Digital Camera
- Firearm For Bear Protection
- Accommodations for a minimum of one DFO staff/observer

#### **Vessel Identification**

While on contract, the contractor may be required to display on the vessel, a Fisheries and Oceans Canada decal as provided by Fisheries and Oceans Canada. The decal will be mounted on a sign and removed from the vessel when not on contract.

Contract vessels that are commercially licensed shall not display their Commercial Fishing Vessel Registration Number (CFV#) while on contract.

#### **Additional Requirements**

##### **North Coast Charters**

- Between approximately June 1 to Dec. 10 of each year.
- Diesel powered, 500 mile cruising range, 14 day at sea capability.
- Nass/Skeena and Kitimat North charters – Requires a riverboat complete with jet-drive capable of navigating Kwinamass, Kshwan (in Areas 3), Kemanu, Quaal (in Area 6) or like rivers.
- North Coast charters other than the Nass/Skeena and Kitimat North charters - – A river boat would be a benefit but is not required.
- Must be prepared to board and sample fish from commercial vessels during net fisheries.



- Good quality auxiliary skiff complete with outboard capable of operating in adverse weather conditions.
- Portable satellite phone complete with external vessel antenna.
- Chainsaw.
- Computer with Microsoft Office suite including Access, Excel and Word programs.
- I Spot – Satellite GPS.
- Kitimat North charter - Vehicle, licensed and capable of travelling on poorly maintained logging roads.
- A light weight canoe.

**Intellectual Property**

There is no intellectual property being developed for this contract but information collected will belong to DFO.



### ANNEX "B" BASIS OF PAYMENT

CHARTER NAME	<b>ESTIMATED DAYS PER YEAR</b>	PER DIEM \$ May 1, 2017 to April 30, 2018	PER DIEM \$ May 1, 2018 to April 30, 2019	PER DIEM \$ May 1, 2019 to April 30, 2020	PER DIEM \$ May 1, 2020 to April 30, 2021
Area 3 & 4 Nass North / Skeena	60 - 90				
Area 3 & 4 Nass South / Skeena	60 - 90				
Area 4 Skeena	60 - 90				
Area 6 Kitimat North	80 - 100				
Area 6 Kitimat South	80 - 100				



**ANNEX "C" APPLICATION FORM**

**Haida Gwaii / Central Coast / North Coast**

The M.V. \_\_\_\_\_ is hereby offered for services, by the undersigned, and on the date of signature by the owner(s), is equipped as listed and described below:

**1. NAME OF OWNER(S) Address Phone**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. NAME OF SKIPPER(S) Address Phone**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. DESCRIPTION OF VESSEL**

(COPY OF REGISTRATION MANDATORY WITH SUBMISSION)

Registration No. \_\_\_\_\_ Year Constructed \_\_\_\_\_

Vessel Type (power or sail) \_\_\_\_\_

Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Hull Construction Material \_\_\_\_\_

Engine Type (Gas or Diesel) \_\_\_\_\_ Fuel Capacity \_\_\_\_\_

Cruising Speed \_\_\_\_\_ Top Speed \_\_\_\_\_

Fuel Consumption at cruising speed \_\_\_\_\_

Range at Cruising Speed (nautical mile) \_\_\_\_\_

Fresh Water Capacity \_\_\_\_\_ Fresh Water Capacity in Days \_\_\_\_\_

Number of extra berths \_\_\_\_\_ (in addition to captain and crew)

Cooking Fuel Type \_\_\_\_\_

Present Moorage (i.e. where can vessel be inspected) \_\_\_\_\_

**Note: A recent colour photograph is required, which clearly reflects the present appearance of this vessel.**



**4. DESCRIPTION OF EQUIPMENT**

Note: Give make and model and describe (see Vessel and Additional Requirements as noted in the Statement of Work).

Radios: Marine VHF \_\_\_\_\_

Marine VHF Portable \_\_\_\_\_

Single Side Band \_\_\_\_\_

Citizen Band \_\_\_\_\_

Scanner VHF \_\_\_\_\_

(Provide details on make, model, type, etc)

Radar \_\_\_\_\_

Plotter \_\_\_\_\_

Sonar \_\_\_\_\_

Loran \_\_\_\_\_

Compass \_\_\_\_\_

GPS Navigational Aid \_\_\_\_\_

Cellular \_\_\_\_\_

Auto Tel \_\_\_\_\_

Portable Satellite Phone \_\_\_\_\_

Sounder \_\_\_\_\_

Computer \_\_\_\_\_

Winch \_\_\_\_\_

Chainsaw \_\_\_\_\_

Boat Trailer \_\_\_\_\_

Firearm for Bear Protection \_\_\_\_\_

Digital Camera \_\_\_\_\_

Auxiliary Boat / Skiff c/w Outboard Motor (Describe type, length, make, horsepower etc.)

\_\_\_\_\_  
\_\_\_\_\_

**Note: A current colour photograph is required which clearly reflects the present appearance of this skiff.**

Other equipment (not specified)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**5. EXPERIENCE**

(Please copy and complete Section 5 for any additional/alternative "skipper(s)". Note that in the event where there are additional skippers in addition to the primary skipper for one patrol each skipper will be scored separately on each his/her own merits/experiences/qualifications and an average will be applied to the final score.) Add additional lines where needed.

Name of Skipper \_\_\_\_\_

a) Education/Training

Briefly describe education and/or training as it relates to patrol work (e.g. certifications such as industrial first aid, heavy duty mechanic, navigation ticket, etc.)(post secondary diplomas and degrees):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) Describe in detail, experience comparable to patrol work, in or out of patrol area bid on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Previous Salmon Patrol Experience (Skipper's Patrol Experience):

<u>Location</u> (be specific)	<u>Date</u>	<u>Type</u> (Herring/Salmon/Prawn)
-------------------------------	-------------	---------------------------------------

\_\_\_\_\_

Note: List each contract separately

e.g. Mathieson Channel - Area 7 July 15 to Sept 28/86                      Salmon

_____	_____	_____
_____	_____	_____
_____	_____	_____



_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) Briefly List Experience in the Following Areas:

1) Navigation Skills

\_\_\_\_\_

\_\_\_\_\_

2) Commercial Fisheries

\_\_\_\_\_

\_\_\_\_\_

3) First Nation Fisheries

\_\_\_\_\_

\_\_\_\_\_

4) Sport Fisheries

\_\_\_\_\_

\_\_\_\_\_

5) Stock Assessment (salmon stream enumeration, other)

\_\_\_\_\_

\_\_\_\_\_

**6. SKIPPER(S) PREVIOUS TRAINING COURSES**

(List training courses that each potential skipper has valid certification for, ie swift water training, bear awareness training, radio operators licence, navigation ticket, etc that you feel are a benefit to this contract.) **Note: included in the Statement of Work is a list of mandatory training certificates that are required for a charter patrol service contract.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



7. HEALTH AND SAFETY PLAN

The contractor is required to provide Fisheries and Oceans Canada with a comprehensive health and safety plan which will describe how all WCB and insurer guidelines and requirements will be addressed in relation to all aspects of the work which will be required during the charter. On a separate attachment to this tendering package please describe, in explicit detail, the procedures and activities which will be in place and followed to ensure all health and safety concerns will be addressed (e.g. safety measures to be followed when walking streams). Please include as much detail as possible covering all aspects of your safety plan such as emergency contacts, notification/check-in procedure, etc.

\*\*\*If you wish to add in more lines in any section please do so. \*\*

Signature of (primary) Skipper \_\_\_\_\_

Signature of Registered Owner(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Where the vessel is not owned by a company and there is more than one owner, all must sign.

PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION





**ANNEX "D" PHYSICIAN'S CERTIFICATE OF FITNESS FOR DUTY**



**PHYSICIAN'S CERTIFICATE OF FITNESS FOR DUTY**

**RELATING TO: Salmon Patrol Services – Haida Gwaii/Central Coast/North Coast**

**A. TO BE COMPLETED BY APPLICANT**

SURNAME	FIRST NAME	INITIALS
HOME ADDRESS		
CITY, PROVINCE	POSTAL CODE	
HOME PHONE	ALTERNATE PHONE	
EMAIL		
NAME OF PHYSICIAN	OFFICE PHONE	
ADDRESS	DATE OF EXAMINATION (YYYY-MM-DD)	
I REQUEST THE PHYSICIAN TO COMPLETE THE INFORMATION BELOW AND I AUTHORIZE IT'S RELEASE TO FISHERIES AND OCEANS CANADA.		
SIGNATURE OF APPLICANT _____		DATE _____

**B. TO BE COMPLETED BY PHYSICIAN**

I have reviewed the Statement of Work for which the above named individual has submitted a proposal.

I believe the patient is able to perform the duties at this time.

I do NOT believe the patient is able to perform the duties at this time.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## ANNEX "E" 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 below 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.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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.

\_\_\_\_\_  
**Signature**

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



### ANNEX “F” MANDATORY EVALUATION CRITERIA

**PROPOSALS:**

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

Bid acceptance is at the discretion of Fisheries and Oceans Canada. A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work. Bids will be evaluated based on the information provided in the proposal and the completed Application Form.

**MANDATORY REQUIREMENTS:**

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

No.	Mandatory Criteria	Meets Criteria (✓)
<b>M1</b>	Completed Application Form. If offering more than one vessel, an application form must be completed for each vessel.	
<b>M2</b>	Provide copy of vessel registration for each vessel being offered for a charter area.	
<b>M3</b>	Provision of Health and Safety Plan	
<b>M4</b>	Provide Proof <ul style="list-style-type: none"> <li>• Swift Water Training</li> <li>• Bear Awareness Training</li> <li>• Wilderness or Marine (Basic or Advanced) First Aid Training</li> <li>• Medical Examination certifying that you are physically fit for the duties specified within the Statement of Work.</li> </ul>	
<b>M5</b>	Provide proof of possession of: <ul style="list-style-type: none"> <li>• Radio operators license</li> <li>• Firearms Possession Only License or Firearms Possession and Acquisition License</li> </ul>	



**RATED REQUIREMENTS:**

<b>R1</b> Vessel Details (10 points)	<b>R1 and R2</b>
<b>R2</b> Equipment Details (10 points)	Clear and complete details demonstrate understanding and resources more than meets requirements (10) Details provided and resources are adequate (7) Some details missing, inaccurate or poor provided, resources lacking (4) Not provided or inadequate (0)
<b>R3</b> Skipper - experience with salmon patrol services as provided in Statement of Work and Application Form. (10 points)	<b>R3 - Years of Experience</b> 10 or more years (10) 7 - 9 years (7) 5 – 6 years (4) 3 – 4 years (2) Less than 2 year (0)
<b>R4</b> Skipper – experience with salmon patrol services within charter area selected for bidding and within last 10 years. (10 points)	<b>R4 - Years of Experience</b> 10 or more years (10) 7 - 9 years (7) 5 – 6 years (4) 3 – 4 years (2) Less than 2 year (0)
<b>R5</b> Skipper Experience a) Navigational skills (2 points) b) Commercial Fisheries (2 points) c) First Nation Fisheries (2 points) d) Sport Fisheries (2 points) e) Stock Assessment (2points)	<b>R5</b> each item (2 pts. max) Yes – 2 points No – 0 points
<b>R6</b> Skipper – education and training (10 points) (e.g. list certifications, diplomas, etc)	<b>R6</b> Provide 2 points for each certification, post-secondary diploma or degree that relates to patrol work up to max of 10 points.
<b>R7</b> Other related experience (10 points)	<b>R7</b> Clear and complete details demonstrate other related experience (10) Some details provided, but inaccurate or poor comparison (4) Not provided or inadequate (0)

**Total points (R1, R2, R3, R4, R5, R6 and R7): 70 points maximum (35 points minimum)**

**Proposals MUST receive a rated requirements minimum score of 50% in order to be considered technically responsive. Those not meeting the minimum score of 35 points will not be considered further.**



**Cost Evaluation (total maximum of 30 points) – please use Cost Proposal form provided**

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

The per diem (daily) rate is to include all costs except fuel.

**BASIS OF SELECTION:**

For each charter area, compliant bidders will be ranked from highest combined points to lowest combined points. The bidder with the highest combined points shall be selected and awarded a standing offer.

If a bidder scores highest in more than one charter area they will be given the option to choose a charter area. The charter area not selected will then be offered to the bidder scoring the second highest combined points in that area.

While it is the intention of the department to have one standing offer for each charter area, those accepting standing offers understand they may be asked to provide services in alternate charter areas to be determined by the resource managers as needed and described in Statement of Work.

**Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

Possible Additional Services

Bidders who are not awarded a Standing Offer but were determined to be technically responsive will be kept on a qualified list of interested service providers. If opportunities develop where the department needs additional patrol services, that cannot be met by the respective charter area standing offer holders, bidders on the qualified list will be asked if they are interested and to submit a price quote. Interested bidders may need to demonstrate that they have maintained their mandatory requirements. The list will be used until April 30<sup>th</sup>, 2021.