



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub – Ottawa Office
Centennial Towers, 200 Kent Street
9th Floor, Station S018
Ottawa, Ontario
K1A 0E6

FP802-170158

August 21, 2017

ADVANCED CONTRACT AWARD NOTICE

TITLE: Requirement for Services in three (3) Nisga'a Treaty Area Locations (Winter Inlet, Nasoga Gulf and Observatory Inlet) to Provide Biotoxin Monitoring Program from September 7th, 2017 to March 31, 2018.

INTRODUCTION:

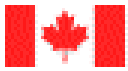
The Department of **Fisheries and Oceans Canada** has a requirement for the provision of harvest opportunities for intertidal bivalves for members of the Nisga'a First Nation in those areas identified in the Nisga'a Final Agreement. The purpose of this Advance Contract Award Notice (ACAN) is to signal the government's intention to award a contract for a marine biotoxin monitoring program to facilitate safe and legal bivalve harvesting to Nisga'a Lisims Government (NLG). Before awarding a contract, however, the government would like to provide other suppliers with the opportunity to demonstrate that they are capable of satisfying the requirements set out in this Notice, by submitting a statement of capabilities during the 15 calendar day posting period.

If other potential suppliers submit a statement of capabilities during the 15 calendar day posting period that meet the requirements set out in the ACAN, the government will proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

If no other supplier submits, on or before the closing date, a statement of capabilities meeting the requirements set out in the ACAN, a contract will be awarded to the pre-selected supplier.

BACKGROUND:

The Department of **Fisheries and Oceans Canada, Ecosystems and Fisheries Management, North Coast** has a requirement to provide funding for a marine biotoxin monitoring program for the intertidal bivalve harvest areas that are described in the Nisga'a Final Agreement that meets the monitoring requirements set out by the Canadian Shellfish Sanitation Program (CSSP). This monitoring program, in addition to other



CSSP requirements, will ensure safe access for the Nisga'a First Nation to one of their traditional food sources.

The work will involve the following: Monitoring stations will be set up in pre-defined areas as agreed to by NLG and DFO, in consultation with the Canadian Food Inspection Agency (CFIA) who is the Federal Agency responsible for the marine biotoxin monitoring program. Each monitoring station will consist of an anchor attached to a nylon rope equipped with a Styrofoam buoy provided by CCG. Pacific blue mussels (*Mytilus edulis*) will be hung from the buoy in bunches contained in vexar plastic netting. Additional shellfish samples taken from harvest beaches may include: Native littleneck clam (*Protothaca staminea*), Butter clam (*Saxidomus gigantea*) and Nuttall's cockle (*Clinocardium nuttallii*). Mussels will be given an initial soak period of at least two weeks. Mussel samples will be collected continuously once per week from September 1 to October 31, and once every two weeks from November 1 to March 15. One sample will be collected at each station on each trip. In order to have an area opened for FSC harvest, three clean mussel samples must be submitted a week apart, over a minimum period of 14 days (Day 0, day 7 and day 14), along with a clean sample of the target food species also submitted on the third week. Once CFIA has determined that all samples are acceptable with regards to marine biotoxin levels, DFO will open the area for food, social and ceremonial (FSC) harvest. The opening will be maintained with regular mussel sample submissions; any deviation from the established schedule will result in a closure of the harvest area (s) and additional samples will be required to re-open the area (s).

PURPOSE:

To provide public notification that the Department of Fisheries and Oceans is considering awarding a contract to:

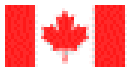
Nisga'a Lisims Government

Fisheries and Wildlife Department
PO Box 228
New Aiyansh, BC V0J 1A0

MINIMUM ESSENTIAL REQUIREMENTS:

Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

- Knowledge of the requirements for shellfish sample collection to meet the guidelines of the Canadian Shellfish Sanitation Program;
- A minimum of two years' experience working with representatives of the Nisga'a First Nation. Applicant should have experience coordinating and implementing a natural resource monitoring program involving extensive communications between representatives of Nisga'a Lisims Government and the Canadian Federal Government;
- Knowledge of the Nisga'a Final Agreement;



- Knowledge and understanding of marine intertidal bivalves and their location within the Nisga'a Territory;
- A minimum of one year experience coordinating and implementing a marine biotoxin monitoring program;
- A minimum of three years 'experience operating a marine vessel, including: Small Vessel Operators 15 ton certification, marine first aid and radio operator marine commercial certification;
- Willingness to work in rough weather conditions.

JUSTIFICATION:

Under the terms of the Nisga'a Final Agreement, Fisheries and Oceans Canada has a responsibility to facilitate cooperative planning, management and conduct of activities within the marine areas of the Nisga'a Territory. By awarding this contract to Nisga'a Lisims Government, we are meeting this obligation by enabling NLG to play a greater role in ensuring safe bivalve harvests, and also ensuring they meet the monitoring standards for harvest set out in the Canadian Shellfish Sanitation Program.

Nisga'a Lisims Government, Fisheries and Wildlife Department, has been the sole applicant for this process in the past and has been awarded this contract since the program began in 2001. As they are the authority for the marine area under the Nisga'a Final Agreement, they possess the knowledge and historical information regarding bivalve harvesting areas for members of the Nisga'a Nation and have experience navigating the often treacherous marine areas. As they are residents within the local communities, they are on-site and are able to run this program at a reasonable expense. Nisga'a Fish and Wildlife has conducted numerous programs and scientific studies and is more than qualified to meet the terms and requirements of this contract.

INTELLECTUAL PROPERTY:

Canada has determined that any Intellectual Property (IP) arising from the performance of the Work under the Contract will belong to Canada on the grounds of section 4 in Appendix A of the Policy (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html#appA>)

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

4.1 To generate knowledge and information for public dissemination.

Suppliers who consider themselves fully qualified and available to meet the specified requirements may submit a statement of capabilities in writing to the Contracting Authority identified in this Notice on or before the closing date of this Notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

WORK REQUIREMENTS:

As described above, the contractor will be required to establish monitoring stations in pre-defined areas of the Nisga'a marine territory as agreed to by NLG and DFO, in consultation with the Canadian Food Inspection Agency (CFIA). Pacific blue mussels (*Mytilus edulis*) will be collected from the surrounding area



and hung from each monitoring station. The mussels will be given an initial soak period of at least two weeks and then samples will be collected from each mussel station continuously once per week from September 1 to October 31, and once every two weeks from November 1 to February 28.

One sample of mussels will be collected at each station on each trip. In addition, samples of the target food species (e.g. cockles, butter clams) must be collected and submitted from each traditional harvest location with the third set of mussel samples.

The guidelines for sample size and composition will be provided to the contractor once the contract is awarded. Once CFIA has determined that all samples are acceptable with regards to marine biotoxin levels, DFO will open the area (s) for traditional harvest for the Nisga'a Nation. The opening will be maintained with regular mussel sample submissions; any deviation from the established schedule will result in a closure of the harvest area (s) and additional samples will be required to re-open the area (s).

DELIVERABLES:

The establishment of monitoring stations will begin in early September 2017 and will be completed by September 30, 2017. The submission of mussel samples to the DFO office in Prince Rupert will begin after a minimum two week soak period and will proceed according to the schedule described above to permit safe and legal openings for intertidal bivalve harvesting by the end of October, 2017.

This will include submission of target food samples in addition to mussel samples from identified traditional harvest locations. These openings will be maintained with on-going submissions of mussel samples according to the schedule described above. The submission of samples will continue until February 28th, 2018 to facilitate bivalve openings to March 15, 2018 which is the end of the traditional harvest period. This period may be extended upon request and will require continued sample submissions.

Any deviation from the above schedule for any reason (e.g. weather, mechanical failure) may result in a harvest area being closed and additional samples may be required. All biotoxin results will be announced via fishery notice and can also be obtained from the Resource Management Biologist in the Prince Rupert DFO office upon request. Openings for bivalve harvesting will be announced via fishery notice; an area is not considered open until a fishery notice has been released.

LEVEL OF EFFORT AND CONTRACT DURATION

For the provision of all professional services including all associated costs necessary to carry out the required work from September 7, 2017 to August 31, 2018.

Please take note that the initial contract period is starting on September 7, 2017 to August 31, 2018. The initial contract period deliverable must be completed by March 15, 2018 in fact all deliverables must be completed by March 15 of each year.

This level of effort is only estimation made in good faith and is not to be considered in any way as a



commitment from Canada.

DFO reserve the right to exercise two (2) additional twelve (12) months contract option period.

Contract Duration		
Initial Contract Period starting from September 7, 2017 to August 31, 2018	Option Period 1 from September 1, 2018 to August 31, 2019	Option Period 2 from September 1, 2019 to August 31, 2020

TRAVEL: There is no travel for this requirement.

VALUE:

The total estimated value of the contract shall not exceed \$50,000.00 annually excluding all applicable taxes and option period(s).

SECURITY:

There is no security requirement for this contract.

LOCATION OF WORK:

The contractor will work at the provided monitoring stations that are set-up in three (3) locations in the following three (3) Nisga'a treaty areas:

- 1) Wales Passage EC Station NC474 (Subarea 3-11)
- 2) Nasoga Gulf (Subarea 3-9)
- 3) Observatory Inlet – Aiskew Point (Subarea 3-14)

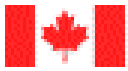
RESPONSE:

Suppliers who consider themselves fully qualified and available to provide the services described herein, may submit a Statement of Capabilities in writing to the Contracting Officer identified in this Notice (See below) on or before the closing date. The Statement of Capabilities must clearly demonstrate how the supplier meets the requirement described herein.

The closing date and time for accepting written statements of capabilities challenging this requirement, is **September 6, 2017 at 2p.m. (EST)**. As it is intended to proceed in a timely manner, responses received after the closing date will not be considered.

Inquiries and statements of capabilities are to be directed to:

Grace Chau
Contracting Officer



Procurement Hub – Ottawa Office

Telephone: (613) 993-8935

Facsimile: (613) 991-1297

E-mail: Grace.Chau@dfo-mpo.gc.ca

Statement of Capabilities received on or before the closing date will be considered solely for the purpose of deciding whether or not to conduct a competitive procurement. Information provided will be used by DFO for technical evaluation purposes only, and will not to be construed as a proposal. Your written Statement of Capabilities must provide sufficient evidence that demonstrates it is capable of fulfilling the Fisheries and Oceans-North Coast, Resource Management(Sector)'s requirement. Suppliers who submit a Statement of Capabilities prior to the closing date and time will be notified in writing as to the Department's decision whether it will continue with the aforementioned procurement, or proceed to a full bid solicitation process.

Should you have any questions concerning this requirement, please contact the identified Contracting Officer. The DFO file number, the Contracting Officer's name and the closing date of the ACAN must appear on the outside of the envelope in block letters or, in the case of a facsimile transmission, on the covering page. Documents may be submitted in either official language of Canada.

APPLICABLE STATUTORY AND REGULATORY REQUIREMENTS

Applicability of the following policy requirements applicable to this ACAN process is the following applicable sections:

POLICY INFORMATION

Applicable Exceptions to Soliciting Bids under the Government Contracts Regulations (GCRs)
(Section 6):

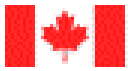
Government Contracts Regulations (GCRs), 6d) only one person or firm is capable of performing the work
10.2.5 Exception (d) sets competitive bidding aside when only one person or firm can do the job. This exception is quite definitive and should be invoked only where patent or copyright requirements, or technical compatibility factors and technological expertise suggest that only one contractor exists. This exception should not be invoked simply because a proposed contractor is the only one known to management.

TRADE AGREEMENTS:

Applicable Limited Tendering Provision Under Subject to the following trade agreement:

North American Free Trade Agreement (NAFTA)

Articles 1016.2(b) and 1016.2(d) of NAFTA are applicable where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists and for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or



installations, or as the extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, including software to the extent that the initial procurement of the software was covered.

Canada Chile Free Trade Agreement (CCFTA)

Kbis Articles 9(b) and 9(c) of CCFTA are applicable on the basis of awarding contracts by means other than open tendering [b] where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists; [c] for additional deliveries by the original supplier that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services or installations, where a change of supplier would compel the entity to procure goods or services not meeting requirements of interchangeability with existing equipment, software, services, or installations.

Canada Peru Free Trade Agreement (CPFTA)

Article 1409.1(b) (i), (ii) and (iii) of CPFTA is applicable on the basis of limited tendering due to reasons where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Agreement on Internal Trade (AIT)

Annex 4.4 articles 506.12(a) and 506.12(b) of AIT are applicable on the basis of limited tendering to ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.



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LANGUAGE OF WORK:

The contractor **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.



Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: *ask and answer simple questions; *give simple instructions; and *give uncomplicated directions relating to routine work situations.	A person reading at this level can: *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.	A person writing at this level can: *write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: *sustain a conversation on concrete topics; report on actions taken; *give straightforward instructions to employees; *provide factual descriptions and explanations.	A person reading at this level can: *grasp the main idea of most work-related texts; *identify specific details; and *distinguish main from subsidiary ideas.	A person writing at this level can: *deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: *support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: *understand most complex details, inferences and fine points of meaning; and *have a good comprehension of specialized or less familiar material.	A person writing at this level can: *write texts where ideas are developed and presented in a coherent manner.



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