



**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 ROE HERRING CATCH SAMPLING LAND BASED		Date 16 November 2017
Solicitation No. – N° de l'invitation F5211-170494		
Client Reference No. - No. de référence du client F1693-170011		
Solicitation Closes – L'invitation prend fin At / à : 1400 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : 29 November 2017		
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 Vicki McEwan 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

Table of Contents

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS..... 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS 3

1.4 CANADIAN CONTENT..... 3

1.5 PROCUREMENT OMBUDSMAN 3

PART 2 - BIDDER INSTRUCTIONS..... 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 4

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 INSTRUCTIONS..... 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES 7

4.2 BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE 7

PART 5 - CERTIFICATIONS..... 9

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS REQUIRED WITH THE BID 9

PART 6 - RESULTING CONTRACT CLAUSES 14

6.1 SECURITY REQUIREMENTS..... 14

6.2 STATEMENT OF WORK..... 14

6.3 STANDARD CLAUSES AND CONDITIONS 14

6.4 TERM OF CONTRACT..... 14

6.5 AUTHORITIES..... 15

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 16

6.7 PAYMENT..... 16

6.8 INVOICING INSTRUCTIONS..... 16

6.9 CERTIFICATIONS 17

6.10 APPLICABLE LAWS 17

6.11 PRIORITY OF DOCUMENTS..... 17

6.12 PROCUREMENT OMBUDSMAN 17

6.13 INSURANCE G1005C (2008-05-12)..... 18

ANNEX A - STATEMENT OF WORK 19

ANNEX B –BASIS OF PAYMENT..... 25

ANNEX C - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT 36

ANNEX D - EVALUATION CRITERIA 40



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 in Annex A.

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 Canadian Content

The requirement is limited to Canadian goods and/or services.

1.5 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.

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 5 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 soft copy in PDF format)

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

Section III: Certifications (one soft copy in PDF format)

Section IV: Additional Information (one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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.

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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information



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

See Annex D

4.1.1.2 Point Rated Technical Criteria

See Annex D

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

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 10(ten) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 14 (fourteen).
2. Bids not meeting (a)(b)(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 60% for the technical merit and 40% 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



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 60/40 ratio of the technical merit and price, respectively.

The total available points equals 14 and the lowest evaluated price is \$160,000 (160).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		14/14	10/14	12/14
Bid Evaluated Price		\$180,000.00	\$160,000.00	\$165,000.00
Calculations	Technical Merit Score	14/14 x 60=60	10/14 x 60 = 42.86	12/14 x 60 = 51.43
	Pricing Score	160/180 x 40 = 35.6	160/160 x 40 = 40	160/165 x 40 = 38.79
Combined Rating		95.6	82.86	90.22



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

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

5.1.1 Certifications Precedent to Contract Award

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

5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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 Certifications Required with the Bid

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

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.1.2.2 Supplementary Contractor Information

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

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

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

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

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

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

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

5.1.2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information.



Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the 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 Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all 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, 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; and
- 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

Print Name of Signatory

5.1.2.4 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

Print Name of Signatory



5.1.2.5 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

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

There is no security requirement applicable to the 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

[2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of F5211-170494 referenced above is amended as follows:

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from 1 January 2018 to 31 December 2018 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 4 additional 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 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: Vicki McEwan
 Title: Team Lead, Contracting
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Dr
 Fredericton, NB E3C 2M6
 Telephone: 506 452-4065
 E-mail address: vicki.mcewan@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

The Project Authority for the Contract is: *(Completed at contract award)*

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 *(Completed at contract award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : ____ _ ____ _
 Facsimile: ____ _ ____ _
 E-mail address: _____



6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.2 Term of Payment – Multiple Payments

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

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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



Email: DFO.invoicing-facturation.MPO@canada.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.

6.8.1.3 Each invoice must be supported by:

- a. a brief summary describing work completed for the associated invoice

6.8.1.4 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown in 6.8.1.1 of the Contract for certification and payment.
- b. A copy sent to Melody Haaland melody.haaland@dfo-mpo.gc.ca

6.9 Certifications

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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 [2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (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 (2008-05-12)

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

TITLE: ROE HERRING CATCH SAMPLING LAND BASED

BACKGROUND

British Columbia herring stocks are managed as five major and two minor stock areas. Accordingly, catch and survey information is collected independently for each of these seven areas and science advice is provided on the same scale. All available biological data on spawn deposition, size and age composition of the spawning stocks, as well as commercial harvest data, are used to determine current abundance levels.

Biological samples are collected from both commercial catch and from the test fishery program. The herring samples collected are processed and the following data is obtained: Fish length, weight, sex, age, and maturity. Subsequently these sources of data are compiled and used as the information on mean weight-at-age and catch-at-age data that are the essential input data for the annual stock assessment model for BC herring.

The commercial roe herring fishery occurs in five stock areas determined by major herring stocks; Prince Rupert District, Central Coast, Haida Gwaii, West Coast of Vancouver Island, and Strait of Georgia. Roe herring fisheries are only planned for stock areas that are forecast to be above the commercial fishery cut-off, and depend on available abundance. The roe herring fishery takes place as the herring gather to spawn during late February to mid or late March in southern BC, and mid- March to mid-April in northern BC. Opening dates and times for the commercial fishery are announced on the fishing grounds once the roe has matured to optimum quality. Specific fishing locations are determined by major concentrations of fish and the potential for the highest roe yield.

This contract is to conduct catch sampling of all roe (commercial) herring fisheries in British Columbia. These samples are a critical part of the annual stock assessment for BC herring.

NOTE: For all years the total contract value includes labour costs, all travel expenses (vehicle rental, fuel, ferries, meals, sample transport costs, private vehicle usage), communication costs (cell phones, contract office phone), stationary costs (pens, paper, waterproof paper for sample labels, photocopy costs, printing costs), equipment costs (herring buckets and lids), and miscellaneous material costs (gloves, twine).

Contractors will only be paid for services rendered in stock areas with open fisheries and for services described in this statement of work.

SCOPE OF WORK

For the contractor to conduct catch sampling of all open roe fisheries on the BC Coast. Ideally, the contractor should obtain 20 representative samples from each seine opening, and



15 representative samples from each gillnet opening, such that the sampling reflects both the temporal and spatial distribution of the fisheries. No duplicate samples should be taken. Due to the size of some of the roe fisheries the Project Authority recognizes that it may not be possible for the contractor to obtain that many samples. Samples of roe herring landings will be collected in Vancouver and Prince Rupert. Occasional sampling may also be required at Ucluelet, Port Hardy, or French Creek, in accordance with the following instructions. These samples will then be used by DFO as part of the annual herring stock assessment.

RESOURCE REQUIREMENT

The contractor will determine when to start to collect samples from processing plants once the roe herring fishery is open. This can be done by contacting area roe herring fishery managers, processing plants, and/or subscribing to fishery notices for roe herring fishery opening information. Contractor should notify Project Authority via email or phone when roe herring catch sampling begins and ends.

TASKS

- Co-ordinates the collection of commercial herring samples.
- Maintain liaison with Fisheries Management Branch and Science Branch personnel, plant officials, and sample processing contractor.
- Assure representative sampling of all fishery openings
- Arrange for shipment of all samples (i.e. North and South) to Nanaimo, as directed by Project Authority.

South:

- Oversees and participates in the collection of commercial herring samples at fish plants.
- Records and marks all relevant catch data and collates with herring samples.
- Deliver samples to local freezer facilities.
- Direct one or more assistants during periods when large-scale commercial fisheries occur (usually not more than 1 to 2 months per year).
- Maintains liaison with Sampling Supervisor, plant officials, and fishermen. May liase with Project Authority if needed and Sampling Supervisor is not available.
- Deliver samples to Nanaimo as directed by Sampling Supervisor/Co-ordinator

North:

- Oversee and participate in the collection of commercial herring samples at fish plants.
- Record and mark all relevant catch data and collates with herring samples.
- Deliver samples to local freezer facilities.
- Direct one or more assistants during periods when large-scale commercial fisheries occur (usually not more than 1 to 2 months per year).



OBJECTIVES & SPECIAL INSTRUCTION

The contractor is to obtain roe herring catch samples from all open roe fisheries on the BC Coast.

For 2018, 2019, 2020, 2021 and 2022 the stock areas that will be open will not be determined until release of the Fishing Plan. Therefore, contractor may have to deal with more or less stock areas open to herring roe fisheries in 2018, 2019, 2020, 2021 and 2022. For 2018, the Project Authority would expect seine and gillnet roe samples from at least two major stock areas (Prince Rupert District and Strait of Georgia). In some cases even though a stock area is expected to open and has quota a fishery may not occur. The contractor will only be paid for samples from those roe herring fisheries that opened.

Ideally the contractor should obtain 20 representative samples from each seine opening in a stock area, and 15 representative samples from each gillnet opening in a stock area, such that the sampling reflects both the temporal and spatial distribution of the fisheries. No duplicate samples should be taken (i.e. 2 buckets taken from a vessel unloading at a processing plant). Due to the size of some of the roe fisheries the Project Authority recognizes that it may not be possible for the contractor to obtain that many samples. Since the roe fishery opening dates and times are announced on the fishing grounds once the roe has matured to optimum quality the contractor must be ready to obtain roe herring catch samples on short notice (a few hours' notice).

Roe herring catch samples are usually obtained as the vessel is unloading at a processing plant. Where possible, roe herring catch samples should be obtained from the hold of the vessel using a dip net. The contractor shall not take samples from the processing line at the plant.

Samples will be stored in a freezing facility (arranged and paid for by the contractor), for shipment to Nanaimo upon direction of Project Authority.

The contractor must collect a minimum of 100 herring, preferably 120 herring, per roe herring catch sample. The herring sample should consist of whole herring with minimal damage to body (i.e. no belly burn) and the herring should not be partially decomposed. Each sample bucket must be labelled using the sample label template provided by the Project Authority. Information that must be included on the sample label: Vessel Name (Packer and Catcher if known), Location Caught, Statistical Area, Subarea, Date fish were caught, Gear Type (i.e. Seine or Gillnet), Latitude, Longitude, and name of person who obtained the sample. One sample label must be placed inside the bucket and the other label must be secured to the outside of the bucket (either tied on or secured in the lid).

The contractor must keep a sample inventory of the roe herring catch sample obtained. A list of samples must be provided when the contractor is dropping off the samples in Nanaimo.



And at the end of the contract the contractor must supply the Project Authority with an electronic copy (MS Excel) of the sample inventory.

Further instructions on how the sample should be collected and stored are described in "Procedures for Collecting and Processing British Columbia Herring Samples"; Can. MS Rep. fish. Aquat. Sci. 2030: 27 p. The procedures applicable for this contract are described on pages 2 and 3 in the sections Sample Collection and Sample Preservation and Storage.

DELIVERABLES AND MILESTONES

The contractor is required to provide all the roe herring catch samples they collect by May 1. It is preferable that the roe herring catch samples be delivered in batches throughout the roe herring catch sampling period (Feb 15 to May 1). A timeline for sample delivery can be worked out with the Project Authority once the roe herring fishery has started and catch sampling has commenced.

When the roe herring catch samples are delivered a sample inventory should be provided the Project Authority (electronic or paper). The sample inventory list should include date caught, sample date, sample location, statistical area, subarea, gillnet or seine sample, catcher, packer (if known), and time caught (if known).

A final electronic sample inventory list (preferably MS Excel) must be provided to Project Authority by May 1. The contractor may be asked questions about the samples (verifying stat area, location, date, etc.) once the Project Authority begins error checking the biological sample data (usually during May and early June).

BILLING

DFO would like the contractor to bill monthly with detailed expenses outlined. **The bill for March must be submitted prior to the end of fiscal (March 31).** If a roe fishery does not open, the Project Authority does not expect any samples from that closed fishery. The contractor will only be paid for samples (no duplicate samples) collected from open roe fisheries.

METHOD AND SOURCE OF ACCEPTANCE

The Project Authority shall have the right to reject any service that is not considered satisfactory. The Project Authority is looking for the contractor to provide frozen herring samples in good condition, all sample buckets properly labelled using the sample label template provided by the Project Authority and a sample inventory list (MS Excel) must be provided (as described in Objectives & Instruction).

LOCATION OF WORK



The work will be performed at the contractor’s location and at the processing plants where roe catch is being landed (mainly Vancouver and Prince Rupert, although sampling may occur in Ucluelet, Port Hardy, or French Creek). The contractor should be available to discuss the project, by email or by telephone with the project authority at a mutually convenient time.

Due to existing workload and deadlines, the proposed resource(s) assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

TRAVEL

Travel is expected for the contractor to meet the deliverables of this contract. Port samplers will be required for the Vancouver and Prince Rupert areas. The samplers may be required to travel to Ucluelet, Port Hardy or French Creek depending on where the roe catch is being landed. The contractor is also responsible for delivering samples to the Project Authority at the Pacific Biological Station in Nanaimo, BC.

NOTE: All travel costs must be included in contractors cost proposal. Travel costs include vehicle rental, fuel, ferries, meals, and private vehicle usage, sample transport costs.

SECURITY REQUIREMENTS – There is no security requirement for this contract.

The Company working under this contract must not be given access to sensitive information or assets, and must be escorted at all times while on DFO premises.

LANGUAGE OF WORK

The proposed resource **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level.

LANGUAGE PROFICIENCY GRID			
	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <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. 	A person writing at this level can: <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.

DFO'S OBLIGATION

The DFO Project Authority will provide the contractor with an electronic template of the sample labels that are required for each sample bucket and, if requested, a copy of "Procedures for Collecting and Processing British Columbia Herring Samples"; Can. MS Rep. Fish. Aquat. Sci. 2030: 27 p.

CONTRACTOR'S OBLIGATION

The Contractor is required to provide all equipment and material necessary to carry out performance of the work. These items include but are not limited to:

- sample labels printed on waterproof paper (2 labels per sample required)
- storage buckets with lids (Buckets are available from Ropak Capilano, model number X250 SB800 X200; lids are model number X250 SC100 X400; 25 kg Sq Body, natural colour)
- forms/ledgers to record information
- sampling equipment

Please note that the sample buckets will not be returned to the Contractor. They will become property of DFO.



ANNEX B –BASIS OF PAYMENT

For all years the total contract value includes labour costs, all travel expenses (vehicle rental, fuel, ferries, meals, sample transport costs, private vehicle usage), communication costs (cell phones, contract office phone), stationary costs (pens, paper, waterproof paper for sample labels, photocopy costs, printing costs), equipment costs (herring buckets and lids), and miscellaneous material costs (gloves, twine)

Contractor will only be paid for services rendered in stock areas with open fisheries and for services described in Annex A. Contractor will not be paid for duplicate samples.

Catch sampling will occur between February 15 and May 1. Catch sampling dates will not be extended beyond these dates.

The below represents an all-inclusive cost for the provision of all services, including all associated costs necessary to carry out the required work as described in Annex A- Statement of Work.

** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



Initial Contract Firm Period: 1 January 2018 to 31 December 2018

Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Central Coast	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Central Coast	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Central Coast	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	1-25	\$ _____	\$ _____ Based on 25
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	25-50	\$ _____	\$ _____ Based on 50



Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	50+	\$_____	\$_____ Based on 51
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	1-5	\$_____	\$_____ Based on 5
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	5-20	\$_____	\$_____ Based on 20
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	20+	\$_____	\$_____ Based on 21
			Sub Total:	
			Tax:	
			Total:	



Option Year 1: 1 January 2019 to 31 December 2019

Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Central Coast	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Central Coast	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Central Coast	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	1-25	\$ _____	\$ _____ Based on 25
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	25-50	\$ _____	\$ _____ Based on 50



Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	50+	\$_____	\$_____ Based on 51
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	1-5	\$_____	\$_____ Based on 5
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	5-20	\$_____	\$_____ Based on 20
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	20+	\$_____	\$_____ Based on 21
			Sub Total:	
			Tax:	
			Total:	



Option Year 2: 1 January 2020 to 31 December 2020

Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Central Coast	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Central Coast	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Central Coast	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	1-25	\$ _____	\$ _____ Based on 25
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	25-50	\$ _____	\$ _____ Based on 50



Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	50+	\$_____	\$_____ Based on 51
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	1-5	\$_____	\$_____ Based on 5
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	5-20	\$_____	\$_____ Based on 20
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	20+	\$_____	\$_____ Based on 21
			Sub Total:	
			Tax:	
			Total:	



Option Year 3: 1 January 2021 to 31 December 2021

Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Central Coast	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Central Coast	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Central Coast	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	1-25	\$ _____	\$ _____ Based on 25
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	25-50	\$ _____	\$ _____ Based on 50



Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	50+	\$_____	\$_____ Based on 51
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	1-5	\$_____	\$_____ Based on 5
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	5-20	\$_____	\$_____ Based on 20
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	20+	\$_____	\$_____ Based on 21
			Sub Total:	
			Tax:	
			Total:	



Option Year 4: 1 January 2022 to 31 December 2022

Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Haida Gwaii	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Prince Rupert District	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Central Coast	1-5	\$ _____	\$ _____ Based on 5
Commercial Roe Seine and/or Gillnet samples	Central Coast	5-20	\$ _____	\$ _____ Based on 20
Commercial Roe Seine and/or Gillnet samples	Central Coast	20+	\$ _____	\$ _____ Based on 21
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	1-25	\$ _____	\$ _____ Based on 25
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	25-50	\$ _____	\$ _____ Based on 50



Description of Requirement	Location	**Sample Quantity Estimated	Cost per Sample	Extended Cost
Commercial Roe Seine and/or Gillnet samples	Strait of Georgia	50+	\$_____	\$_____ Based on 51
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	1-5	\$_____	\$_____ Based on 5
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	5-20	\$_____	\$_____ Based on 20
Commercial Roe Seine and/or Gillnet samples	West Coast of Vancouver Island	20+	\$_____	\$_____ Based on 21
			Sub Total:	
			Tax:	
			Total:	



ANNEX C - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Crown to Own Intellectual Property Rights

I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. Waiver of Moral Rights

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 “Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- I 10.1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.3 “Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- I 10.1.4 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;
- I 10.1.5 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- I 10.1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- I 10.1.7 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the



Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

I 10.2 *Disclosure of Foreground Information*

I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

I 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

I 10.3 *Canada to Own Intellectual Property Rights in Foreground Information*

I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

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

or

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

I 10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.



- I 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- I 10.4 *License to Intellectual Property Rights in Contractor's Background Information (see alternative clause I 10.4 below for broader licence.)*
- I 10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 - (a) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;
- and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- I 10.4.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection GC10.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- I 10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.



- I 10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1 and I 10.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- I 10.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1 and I 10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.



ANNEX D - EVALUATION CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a) The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b) The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation. Submit the charts below indicating on what page(s) of the bid submission the information can be found.
- c) The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d) For all experience cited, the following information must be identified in the proposed resources' resumes:
 - i) The name of the client organization to whom the services were provided;
 - ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
 - iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

- e) Each technical criterion should be addressed separately.

Mandatory Criteria

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. The bid must meet the mandatory technical criteria specified below in order to proceed in the evaluation process.

Bidder's are to cross reference to what page of their bid proposal the information can be found.



No.	Mandatory Criteria	Bidder x-ref Proposal Page number and section
HERRING CATCH SAMPLING		
M1	<p>The company/bidder must demonstrate the following experience by providing a project summary describing in detail the current/previous experience in commercial catch sampling:</p> <ul style="list-style-type: none"> a. A minimum of ten (10) months or five (5) sampling seasons of two (2) months or more of experience in running commercial herring catch sampling contracts (i.e. herring roe or herring food and bait fisheries). 	
M2	<p>For each proposed member of the team, a CV demonstrating the member(s) experience relating to catch sampling.</p> <ul style="list-style-type: none"> a. Sampling Supervisor: must have a minimum of 4 months or two (2) sampling seasons of two (2) months or more of experience in running commercial herring catch sampling contracts (i.e. herring roe or herring food and bait fisheries) and managing a minimum of two (2) staff. b. Port Sampler Crew Chief (South): must have a minimum of 4 months or two (2) sampling seasons of two (2) months or more of experience in collecting commercial catch fish samples. c. Port Sampler Crew Chief (North): must have a minimum of 4 months or two (2) sampling seasons of two (2) months or more of experience in collecting commercial catch fish samples. 	
M3	<p>Personnel Identification Form (PIF) completed and submitted with bid proposal.</p>	

RATED REQUIREMENTS:

Proposals that meet **ALL** of the mandatory criteria will be rated and scored using the evaluation tools specified for each criteria based on the following scale. In order for the evaluators to score the proposals, it is imperative that the bidder describes in detail how his or her proposal meets the mandatory criteria.

In order for a proposal to meet the requirements, the bidder must score at minimum of **10 out of 14 to pass the overall Technical evaluation**. Proposals that do not receive at least 10 will be screened out of the process and will not be evaluated further.



No.	Evaluation criterion	Scale	Maximum score possible	Bidder to insert response here or provide Proposal Page number and section
HERRING CATCH SAMPLING				
R1	<p>The bidder must submit a maximum five (5) pages outlining the current requirement, as detailed in Annex A, the following activities:</p> <ul style="list-style-type: none"> a. How the structure of the herring roe fishery may impact sampling and potential solutions. b. How to ensure temporal and spatial distribution of samples from the seine and gillnet herring roe fisheries. c. How to decide where and when to commence sampling activity. d. How to deal with multiple openings and closings of herring roe fisheries over a 2-3 month period within the different stock areas. e. How to obtain a sample from a commercial herring roe vessel, what information should be provided with the sample, and how to label the sample. f. How the samples will be stored, transported and provided to Project Authority. g. How the Sampling Supervisor will communicate sampling plans, sampling issues, and sample inventory updates with Port Sampler Crew Chiefs (North & South) and Project Authority. 	2 points awarded for each criteria from a thru g.	14	
TOTAL SCORE POSSIBLE: 14 MINIMUM SCORE REQUIRED: 10				