



**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](mailto: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 Fisheries Consultation Notetaker		Date February 28, 2019
Solicitation No. – N° de l'invitation F5211-190007		
Client Reference No. - No. de référence du client F1491-180018		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : March 14, 2019		
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 Rob Bowie 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



May 2018 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 **7 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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)

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 hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	For the proposed resource, the Bidder <u>must</u> include, within the proposal, a resume that describes their experience as detailed in the Statement of Work. The resume must be up to date and shall be submitted as an Appendix.		

*** Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed non-compliant and therefore will not be given any further consideration.***



4.1.1.2 Point Rated Technical Criteria

Evaluation Criteria	Maximum Score	Rated Score	Cross-Reference to Proposal
<p>R1) The proposed resource should demonstrate, using project descriptions, a minimum of two (2) years of experience in consultation note-taking.</p> <p>Evaluation Grid for R1):</p> <p>2 years = 5 points 3-4 years = 10 points +5 years = 15 points</p>	15		
<p>R2) The proposed Resource should demonstrate knowledge regarding Pacific Fisheries using examples of a minimum of two (2) previous project descriptions that have occurred within the last four (4) years.</p> <p>Bidders must include the following information:</p> <ul style="list-style-type: none">• the project name• the client organization• the project dates and duration• a brief project description• project authority contact details <p>Evaluation Grid for R2): 2 points will be assigned for each bullet to a maximum of 10 points for each project.</p>	20		



<p>R3) The proposed Bidder should outline the understanding of the current qualifications (as detailed in the "Statement Of Work") as the following activities:</p> <p>a) Describe the process and steps that will be employed and how it will be achieved for the project's objectives; (10 pts)</p> <p>b) Describe the understanding of the scope and importance of the project, and understanding of the terms of references for each of the fishery management advisory processes – on DFO website: http://www.pac.dfo-mpo.gc.ca/consultation/smon/index-eng.html; (10 pts)</p> <p>c) Describe the process and steps that the contractor will use to carry out the work involved – planning and detail, and demonstration of original and innovative ideas. (10 pts)</p> <p>Evaluation Grid for R3):</p> <p>10 points will be assigned for each activity (a, b, & c) to a maximum of 30 points.</p>	30		
Total	65		
*The Proposed Resource MUST obtain at least the minimum (52 of maximum 65 points).			

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and
 - the required minimum points specified for each criterion for the technical evaluation, and
 - obtain the required minimum of **52 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **65 points**.
- Bids not meeting (b) 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 80 % for the technical merit and 20 % 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 80 % .
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 % .
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.00$	$89/135 \times 80 = 52.80$	$92/135 \times 80 = 54.40$
	Pricing Score	$45/55 \times 20 = 16.40$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.40	70.80	74.40
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.2 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



5.2.3.3 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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

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

Signature

Print Name of Signatory

5.2.3.4 ELECTRONIC PAYMENT OF INVOICES

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2019 to March 31, 2020 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 2 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: Robert Bowie
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

E-mail: DFOtenders.XNAT@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:

To be completed on contract award.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name : Robert Bowie
Title : Contracting Officer
Organization : Fisheries and Oceans Canada
Address : 301 Bishop Drive
Fredericton, NB E3C 2M6

E-mail address : DFOtenders.XNAT@dfo-mpo.gc.ca

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 – Fixed Time Rate



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 \$ _____ (*To be completed on contract award*). Customs duties are excluded and Applicable Taxes are extra.

- 6.7.1.1 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.
- 6.7.1.2 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

6.7.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

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

AP Coder: *To be completed on contract award.*

6.9 Certifications and Additional Information

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 British Columbia.



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) **2010C** (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ **To be completed on contract award.**

6.12 Procurement Ombudsman

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

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

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

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

6.13 Insurance G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ANNEX A - STATEMENT OF WORK

1.0 Scope

1.1 Title

Fishery Consultation Note-taker For Fisheries Management Advisory and Consultation Process

1.2 Introduction

Fisheries and Oceans Canada (DFO) has a broad mandate, with the authority to regulate and enforce activities, develop policy, provide services and manage programs. To help ensure that the department's policies and programs are aligned with its vision and effectively address the interests and preferences of Canadians, DFO supports consultations that are transparent, accessible and accountable.

1.2 Objectives of the Requirement

The objective is to obtain the services of a professional fishery consultation note-taker to assist with the current fisheries management advisory and consultation process.

1.3 Background, Assumptions and Specific Scope of the Requirement

The Integrated Harvest Planning Committees and Joint Management Committees were established by DFO Pacific Region to provide formal advice and make recommendations to DFO. They are the primary contact for DFO for international and cross-sectoral communication and advice, and provide advice to the Department on operational decisions related to fisheries management in the Pacific Region.

DFO undertakes bi-lateral consultation with sector organizations including but not limited to the Commercial Salmon Advisory Board (CSAB), the Sports Fish Advisory Board (SFAB), First Nations Salmon Coordinating Committee (SCC), and the Hake Advisory Panel to develop fishing plans and communicate information related to stock status and the views of other sectors. These consultations improve departmental decision-making processes, promote understanding of fisheries and strengthen relationships. Additional information on the various advisory processes is available at:

<http://www.pac.dfo-mpo.gc.ca/consultation/index-eng.html>

2.0 Requirements

2.1 Tasks and Deliverables

The fishery consultation note-taker is required to attend all meetings and the associated breakout sessions. The fishery consultation note-taker will take a detailed record of all presentations and feedback, participant comments and decisions, capture the main points of the discussions and synthesize these in a final report for each meeting - which include a summary of the action items, consensus decisions and attendance lists.

This work will require:

- Fishery consultation note-taking of up to 10 in-person meetings (2 days each); and
- Possible fishery consultation note-taking of sub-committee meetings (up to 10 half day meetings).



Notes:

- Meetings are generally held in person in the Lower Mainland of British Columbia, and/or by conference call and webinar; and
- Meetings will be scheduled well in advance (minimum two weeks) to allow participants adequate time for preparation. However, under exceptional circumstances, meetings may be called with shorter-notice.

2.2 Reporting Requirements

Minutes, in draft form, must be provided to the Project Manager (PM) within 7 days after the completion of each meeting, for comments, clarifications or revisions and approval. Final approved Minutes are to be provided within 15 days of the date of the meeting,

2.3 Change Management Procedures

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.

2.4 Ownership of Intellectual Property

The Crown will own IP under Treasury Board policy exception (6.5) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software, and (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

DFO will be responsible for the following in support of the contract:

- Overseeing the contract throughout its initial period and during any option years exercised;
- Provide comments on draft minutes within five (5) working days of receiving them from the contractor;
- PM is responsible to ensure the contractor receives all relevant files to ensure they have the history of group proceedings; and
- Will provide other assistance or support.

3.2 Contractor's Obligations

The contractor will be responsible for the following in support of the contract:

- Recording minutes of meetings;
- Submit meeting minutes, in draft form, to the PM within 7 days after the completion of each meeting, for comments, clarifications or revisions and approval. Final approved minutes are to be provided within 15 day of the date of the meeting;

3.3 Location of Work, Work site and Delivery Point



The Contractor will be required to maintain his/her own work space and suitable equipment required to carry out the duties as described.

Meetings will be held in the Lower Mainland, British Columbia and draft/finalized minutes from meetings are to be forwarded to the PM for review and approval.

3.4 Language of Work

The language of work shall be English at the **advanced** 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	A person speaking at this level can: <ul style="list-style-type: none">sustain a conversation on concrete topics; report on action taken;give straightforward instructions to employees; and,provide factual descriptions and explanations.	A person reading at this level can: <ul style="list-style-type: none">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: <ul style="list-style-type: none">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: <ul style="list-style-type: none">support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can: <ul style="list-style-type: none">understand most complicated 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: <ul style="list-style-type: none">write texts where ideas are developed and presented in a coherent manner.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for on an on-going basis, as specified above, for the period commencing on or about April 1, 2019 up to and including March 31, 2020, with two option years.

4.2 Schedule and Estimated Level of Effort



For the purpose of any contract that may be awarded, it is estimated the Fishery Consultation Note-taker includes, but is not limited to:

- Up to ten (10) in-person meetings each year. Each meeting can take up to two (2) working days;
- Committee meetings as required, conducted in-person or via conference call, approximately up to ten (10) half day meetings.



ANNEX B – BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid an all-inclusive hourly rate as specified below.

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 Period – April 1, 2019 – March 31, 2020

All Inclusive Hourly Rate:	\$ _____
Estimated Level of Effort:	187.5 Hours (25 Days)
Estimated Total Value:	\$ _____

1st Option Year Period – April 1, 2020 – March 31, 2021

All Inclusive Hourly Rate:	\$ _____
Estimated Level of Effort:	187.5 Hours (25 Days)
Estimated Total Value:	\$ _____

2nd Option Year Period – April 1, 2021– March 31, 2022

All Inclusive Hourly Rate:	\$ _____
Estimated Level of Effort:	187.5 Hours (25 Days)
Estimated Total Value:	\$ _____

(All Prices in Canadian Dollars)

1. **Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$$

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Cost / Price Submissions: The Bidder takes full responsibility for all costs submissions. Any errors or omissions on the part of the bidder remain that of the bidder and are not the responsibility of the Fisheries and Oceans Canada to verify.