



Fisheries and Oceans
Canada

Pêches et Océans
Canada

**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 STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

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 Patrol Services Middle Johnstone Strait & Mainland Inlets		Date November 30, 2022
Solicitation No. – N° de l'invitation 30002835		
Client Reference No. - No. de référence du client 30002835		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : January 17, 2023		
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 Kimberly Walker 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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

1.2.1 Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Patrol Services stream enumeration surveys by swimming or on-foot in Pacific Fishery Management Areas 12, 13 and 14 (Johnstone Strait & Mainland Inlets).

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

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

Standing Offer Dates

February 1, 2023 through to January 31, 2028

1.3 Security Requirements

There are no security requirements for this project.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-03-29\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

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

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

Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) to the email address identified on page one of the solicitation. Emails must not exceed 10 MB (if over the limit Bidders are asked to send additional numbered emails) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I:** **Technical Offer** (One (1) soft copy in PDF format)
Section II: **Financial Offer** (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.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Part 5 Electronic Payment Instruments, to identify which ones are accepted.

If Part 5 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "E"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "E"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Minimum Point Rating

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% 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 divided by the maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
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 70/30 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 (70%) and Price (30%)				
	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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	

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

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

5.1.2 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.4 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

YES () NO ()

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

- a. name of former public servant;
 - b. date of termination of employment or retirement from the Public Service.
- By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

5.1.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.1.6 Experience and Education

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

5.1.7 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

5.1.8 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:

5.1.9 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

5.1.10 List of Proposed Subcontractors

[M7035T](#) (2013-07-10), List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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

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

Signature

Print Name of Signatory

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

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

7.3.1 General Conditions

[2005 \(2022-01-28\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2023 to January 31, 2028.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Fisheries and Oceans Canada
Procurement Hub - Fredericton
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

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

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

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative *(to be provided on standing offer award)*

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be provided on standing offer award)*.

7.8 Call-up Procedures – Right of First Refusal

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

A7.8.1 The Project Authority will provide the Offeror with the following information in writing:

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

A7.8.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

A7.8.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until they have received a Call-up which is signed by the Identified User. The Offeror acknowledges

that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

A7.8.4 Call-ups (contracts) will be issues first to those contractors that ranked #1 for the contract area. Should the 1st ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2nd ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving, 7 (maximum) calendar days to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2nd ranked contractor. & calendar days will again be giving to respond. If a response is not received during this time the Project Authority will contact the 3rd ranked contractor.

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

A7.8.5 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$500,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2022-01-28), General Conditions – Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Master & Vessel Information Application;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

7.15 SACC Manual clauses

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

SACC *Manual* clause [G5003C](#) (2018-06-21) Marine Liability Insurance

7.16 Licensing

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B \(2022-01-28\)](#), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*). Customs duties are _____ (*insert "included", "excluded" or "are subject to exemption"*) and Applicable Taxes are extra.

Fuel Direct Expenses

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ _____ (*to be inserted at Contract award*)

Total Estimated Contract Price : _____ (*insert the sum of the firm price and the limitation of expenditure*), Applicable Taxes extra.

7.5.2 Limitation of Expenditure

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

7.5.3 Method of Payment

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

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 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;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

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

- Visa Acquisition Card;
- Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

7.6.1 Payments will be made provided that:

- 7.6.1.1** 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 - (name to be provided at contract award)

- 7.6.1.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.7 Insurance – Specific Requirements – G1001C

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.9 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [G5003C](#) (2018-06-21) Marine Liability Insurance

ANNEX "A" STATEMENT OF WORK

Title

Patrol Services Middle Johnstone Strait & Mainland Inlets

Introduction

Fisheries and Oceans Canada (DFO) has a requirement to conduct Salmon Patrol Services stream enumeration surveys by swimming or on-foot in Pacific Fishery Management Areas 12, 13 and 14 (Johnstone Strait & Mainland Inlets).

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

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

Standing Offer Dates

February 1, 2023 through to January 31, 2028

Contract Area of Operation

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

Background, Assumptions and Specific Scope of the Requirement

Patrol operators collect data on catch monitoring activities needed by fisheries managers to make sound in-season fisheries management decisions. Fisheries managers rely on patrol operators to be on the fishing grounds where real time information can be collected on the activities of the fishing fleets.

Salmon enumeration information is important for the determination of stock status and abundance of salmon species in the specified area. The optimal way of determining salmon escapement is by enumerating the salmonid species in the particular system(s). This will be completed by bank walk, stream walk and/or swims of the particular stream, the particular method of traversing the stream and enumerating the salmonid contained in it will be stream dependent (i.e. in shallow slides you walk, in deep pools you swim - experienced stream walkers will have the expertise in order to make those determinations over the course of the stream assessment).

The contractor must have the ability to assess salmon stocks, report on fishing activities, collect and provide catch statistics, conduct stream inventories, and collect biological samples. In addition, they must possess the tools and equipment to conduct the work.

Objectives of the Requirement

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

The objectives are to collect catch information from commercial, recreational and aboriginal fisheries and to conduct extensive enumeration of salmon in river systems in Pacific Fisheries Management Areas 12 to 14 (as defined in the *Pacific Fishery Management Area Regulations, 2007*). Fisheries information will be used in-season by DFO fisheries management staff to actively manage commercial, recreational and aboriginal fisheries. Stream enumeration information will be used by DFO stock assessment staff to

provide an indication of individual stock status as well as the abundance of salmon species in the area. Information is to be delivered to DFO in-person, by e-mail, by secure radio, or by phone, depending on the nature of the data being delivered.

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

Requirements and Objectives

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

INFORMATION COLLECTION

INFO TYPE	FISHERY	FORMAT	FREQUENCY
1. Collect catch data and gear counts in contract area	Salmon	Catch reporting log	- Daily reports (phone, radio, e-mail, in-person) when fisheries being patrolled
2. Collect data on spawn timing, distribution and abundance of fry/juvenile/adult for designated streams in contract area. Stream activity (log jams erosion/silting/deleterious acts/ substances)	Salmon	-Stream inspection log -Sampling programs (i.e. tagging, trapping) -Stream narrative - annual stream report	-After each inspection -after completion of sampling program - Annually by February 1st.
3. Monitor non-regulation compliance of activities in active fishing areas, closed areas and watersheds	All	-Weekly activity report -Occurrence report	-Verbally as incidence/ violations occur. -Weekly documentation
4. Provide public relations program feedback	All	-Weekly activity report -Occurrence report	Weekly documentation unless urgent action is required and then verbal communication
5. Communicate any information pertinent to management and protection of any segment of a fishery to Fisheries and Oceans Canada.	All	-Weekly activity report -Occurrence report	Weekly documentation unless urgent action is required.

INFORMATION DISSEMINATION

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

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

1. Maintain clearly marked fishing boundary signs.
2. Build and maintain access trails.
3. Assist local salmonid enhancement activities as directed by the Technical Authority.
4. Timely and appropriate biological samples and photos for reports or analysis by others.
5. Accurate observation, documentation and reporting to Fisheries and Oceans Canada, Conservation and Protection staff, of any activity which appears to contravene the *Fisheries Act*, its Regulations.
6. Incidental to Fisheries Management responsibilities, assist Conservation and Protection with the collection and safeguard of supporting evidence relating to enforcement investigations.
7. Suitable accommodation and meals, including an extra berth or berths for Department staff or observer.
8. Observance and compliance with all applicable health and safety standards.
9. Fully informed fishing public and/or client group regarding policy, regulation, notices to industry, fishing plans, etc.
10. Deploy and retrieve observers from fisheries when requested by the program manager.

Patrol Area Locations➤ **Middle Johnstone Strait and Mainland Inlets (Loughborough Inlet & Wellbore Channel):**

All work is to be completed in the field on-board contractor's vessels (boat and skiff) or on foot in Pacific Fishery Management Areas 12 and 13. The contractor must be prepared to stay on-board their vessel in remote locations for multiple days in poor weather events or in emergency situations. Catch monitoring activities during commercial fisheries will likely occur in Subareas 12-1 and 13-30 to 13-40 of Pacific Fishery Management Areas 12 and 13. The contractor may be required to conduct catch monitoring activities throughout Pacific Fishery Management Areas 12, 13 and 14 as directed by the Catch Monitoring Technical Authority

River systems to be monitored (including but not limited to):

Adam / Eve Rivers
 Amor De Cosmos Creek
 Grassy Creek
 Gray Creek
 Salmon / White Rivers
 Wortley Creek

DFO Obligations

DFO will provide the following forms, electronic programs and reference documents as applicable:

- Weekly Activity Report Template
- Occurrence Report Template
- Stream Inspection Schedule
- Stream Inspection Logs
- Catch Monitoring Logs
- A copy of the *Fisheries Act* and associated relevant Regulations
- A list of DFO staff and contract contacts in the contract area
- A copy of each of the 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 South Coast Salmon Integrated Fishery Management Plans
- A copy of the current BC Fresh Water Fishing Regulation Synopsis
- Electronic Stream Inspection program (as applicable to the patrol)
- Copy of the current BC Tidal Waters Sport Fishing Guide
- DFO VHF radio (except where programmable VHF radios are required)

Data collection forms are to be completed as per the detailed instructions provided to the contractor during the annual training seminar.

Contractor's Obligations

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

- Radio operator's license.
- Firearms Possession Only License or Firearms Possession and Acquisition License
- WCB or equivalent coverage for the owner/operator of a commercial vessel and/or vehicle working under contract for Fisheries & Oceans Canada.
- WCB coverage for operators and employees (deckhands) as required by law.
- Swift Water Training
- Bear Awareness Training
- Wilderness Or Marine (Basic or Advanced) First Aid Training
- The contractor must be physically fit for the duties specified within the contract.

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

Language of Work

English Essential

Vessel and Equipment Requirements

Work will be done by boat, skiff, swimming, or on foot throughout Pacific Fishery Management Areas 12, 13 and 14. The contractor must have a vessel available for catch monitoring and stream assessments.

Vessel and equipment requirements:

- Vessel not less than 25 feet in length
- Radar
- Sounder
- Compass
- GPS navigational aid
- Gas/diesel powered
- Minimum 8 knots cruising speed
- Camera
- Shotgun for bear protection
- Accommodation for a minimum of one DFO staff or observer
- Marine VHF radio on board vessel

- Portable programmable VHF radio capable of receiving and broadcasting on DFO frequencies.
- Portable satellite phone and/or a EPIRB/personal locator beacon
- Chainsaw
- Computer – with Windows operating system

Additional Requirements:

The following are required in the Upper Johnstone Strait & Mainland Inlets program:

- An auxiliary skiff is that is a minimum of 15 feet in length.
- The required vessel must be equipped for over-night stays for multiple days at a time in remote areas with no docks or moorage structures. An adequate anchoring system is required.

Vessel Identification

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

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

ANNEX "B" BASIS OF PAYMENT

	CHARTER NAME	ESTIMATED DAYS PER YEAR	PER DIEM \$ Feb. 1/23 to January 31, 2024	PER DIEM \$ Feb. 1/24 to January 31, 2025	PER DIEM \$ Feb. 1/25 to January 31, 2026	PER DIEM \$ Feb. 1/26 to January 31, 2027	PER DIEM \$ Feb. 1/27 to January 31, 2028
Middle Johnstone Strait & Mainland Inlets	Loughborough Inlet & Wellbore Channel	15-30					
	River systems to be monitored (including but not limited to): Adam / Eve Rivers, Amor De Cosmos Creek, Grassy Creek, Gray Creek, Salmon / White Rivers, Wortley Creek						

ANNEX "C" COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

ANNEX "D" MASTER & VESSEL INFORMATION APPLICATION

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

1. NAME OF OWNER(S) Address Phone

2. NAME OF SKIPPER(S) Address Phone

3. DESCRIPTION OF VESSEL

(COPY OF REGISTRATION MANDATORY WITH SUBMISSION)

Registration No.

Vessel Type (power or sail)

Length

Beam

Draft

Hull Construction Material

Year Constructed

Engine Type (Gas or Diesel)

Fuel Capacity

Cruising Speed

Fuel Consumption at cruising speed

Range at Cruising Speed (nautical mile)

Top speed

Fresh Water Capacity

Fresh Water Capacity in Days

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

Cooking Fuel Type

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

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

4. DESCRIPTION OF EQUIPMENT

Note: Give make and model and describe (see Mandatory Equipment List).

Radios: Marine VHF

Marine VHF Portable

Single Side Band

Citizen Band

Scanner VHF

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

Radar _____

Plotter

Sonar _____

Loran

Compass _____

GPS

Cellular _____

Auto Tel _____

Satellite Phone _____

Sounder _____

Computer _____

Winch _____

Chainsaw _____

Boat Trailer _____

Shotgun/Rifle _____

Camera _____

Skiff c/w Outboard and describe giving type, length, make, horsepower etc.

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

Other equipment (not specified)

5. EXPERIENCE

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

Name of Skipper

a) Education:

Years of elementary and secondary education successfully completed:
1 2 3 4 5 6 7 8 9 10 11 12 13

Post secondary: No. of years completed

Name of diploma/degree

Specialization

Name of Institution

Describe past experience which may substitute or enhance formal education listed above:

3) First Nation Fisheries

4) Sport Fisheries

5) Stock Assessment (salmon stream enumeration, other)

Name of Deckhand (if applicable)

a) Education:

Years of elementary and secondary education successfully completed:
1 2 3 4 5 6 7 8 9 10 11 12 13

Post secondary: No. of years completed

Name of diploma/degree

Specialization

Name of Institution

Describe past experience which may substitute or enhance formal education listed above:

Briefly describe other training as it relates to education for the position bid on (e.g. industrial first aid, heavy duty mechanic, navigation ticket, etc.):

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

b) Previous Experience

Deckhand's Patrol Experience:

Location (be specific)	Date	Type (Herring/Salmon/Prawn)
e.g. Mathieson Channel - Area 7	July 15 to Sept 28/86	Salmon

Note: List each contract separately

e.g. Mathieson Channel - Area 7

July 15 to Sept 28/86

Salmon

c) Briefly List Experience in the Following Areas:

1) Navigation Skills

2) Commercial Fisheries

3) First Nation Fisheries

4) Sport Fisheries

5) Stock Assessment (salmon stream enumeration, other)

6. SKIPPER(S) PREVIOUS TRAINING COURSES

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

7. HEALTH AND SAFETY PLAN

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

Signature of (primary) Skipper

Signature of Registered Owner(s)

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

**ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND
DOCUMENTATION**

ANNEX “E” EVALUATION CRITERIA
PROPOSALS:

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

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

MANDATORY REQUIREMENTS:

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

No.	Mandatory Criteria	Meets Criteria (✓)
M1	Completed Application Form.	
M2	Provide copy of vessel registration for each vessel being offered for a patrol area.	
M3	Provision of Health and Safety Plan	
M4	Provide Proof <ul style="list-style-type: none"> • Swift Water Training • Bear Awareness Training • Wilderness or Marine (Basic or Advanced) First Aid Training • Physician's Certificate certifying that you are physically fit for the duties specified within the Statement of Work. 	
M5	Provide proof of possession of: <ul style="list-style-type: none"> • Radio operators license • Firearms Possession Only License or Firearms Possession and Acquisition License 	

RATED REQUIREMENTS:

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

Total points (R1, R2, R3, R4, R5, R5): 70 points max (35 points minimum)

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