



**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 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 :

<b>Title – Sujet</b> Salmonid Fin Clipping and Coded Wire Tag (CWT) Application		<b>Date</b> January 23, 2023
<b>Solicitation No. – N° de l'invitation</b> 30002308a		
<b>Client Reference No. - No. de référence du client</b> 30002308		
<b>Solicitation Closes – L'invitation prend fin</b>  At / à : 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique)  On / le : February 17, 2023		
<b>F.O.B. – F.A.B Destination</b>	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à  <b>Kimberly Walker</b>  Email – courriel: <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number 30002308 dated November 23, 2022 with a closing of January 5, 2023 at 14:00 AST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

#### **Introduction**

The Department of Fisheries and Oceans Canada (DFO) may require the fin clipping of and coded-wire tag application to juvenile salmonids at various selected DFO hatcheries and DFO contracted hatcheries throughout British Columbia.

#### **Objective**

The objective of a contract resulting from this standing offer is the completion of high quality fin clipping and/or coded-wire tagging activities of juvenile salmonids at selected DFO hatcheries and DFO-contracted hatcheries throughout British Columbia.

#### **Background**

Fin clipping and application of coded wire tags (CWTs) to juvenile salmonids (otherwise referred to as "marking") is conducted to meet specific objectives including, but not limited to, identification of fish for harvest in fisheries, estimation of total catch and distribution for inclusion in international management models, and to allow for the assessment of rebuilding efforts in stocks of concern. By marking a known number of fish, and accurately reporting the resulting data, this information can be used by various

agencies in the management of fish and fisheries. To meet these objectives, a high quality fin clipping and CWT application program is required at multiple facilities throughout BC.

Tagging and clipping of juvenile salmonids at specific locations, and the number of fish needing to be marked can change from year to year subject to (but not limited to) funding levels, treaty obligations, fish abundance and assessment requirements. The final determination of sites and numbers of fish to be marked is determined on an on-going basis by DFO. As such, the financial value of tagging may increase or decrease in any given year. Planned estimated target marking numbers for 2019 are identified within this SOW for information only (Appendix I). These services may or may not be contracted out in any given year.

### **Scope**

The contractor will provide fin clipping and/or CWT application activities to juvenile salmonids detailed in call-ups against this standing offer in accordance with established procedures cited by Nichols & Hillaby 1990 (<http://www.dfo-mpo.gc.ca/Library/318113.pdf>) and Northwest Marine Technologies (<https://www.nmt.us/about/technical-manuals/>). Contract services must adhere to the tasks/technical specifications and deliverables within this statement of work.

### **1.3 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 - 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 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## 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 property 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.

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## 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 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.1.6 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:

\_\_\_\_\_

**5.1.7 Electronic Payment Instruments**

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

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

**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"

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Signature

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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 herein.

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

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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.

##### **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 award 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](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is: *(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

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

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

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

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

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

**7.8.1.4** Call-ups (contracts) will be issued first to those contractors that ranked #1 for the contract area. Should the 1<sup>st</sup> ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2<sup>nd</sup> ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving, seventy-two (72) hours to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2<sup>nd</sup> ranked contractor. & calendar days will again be given to respond. If a response is not received during this time the Project Authority will contact the 3<sup>rd</sup> ranked contractor.

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

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

## **7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using 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
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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 \$150,000.00 (Applicable Taxes excluded).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$750,000.00 (*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 2010C (2022-01-28), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Salmonid Fin Clipping and Coded Wire Tag (CWT) 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.

## **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**

[2010C \(2022-01-28\)](#), General Conditions - 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**

The Contractor will be paid firm unit prices stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

#### **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:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. 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:

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

### **7.5.4 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. 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](mailto: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](#)".

## **ANNEX "A" STATEMENT OF WORK**

### **Title**

#### **Salmonid Fin Clipping and Coded Wire Tag (CWT) Application**

It should be noted that a Standing Offer to provide fin clipping and tagging services shall be on an as and when required basis. Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

Any changes to the Standing Offer must be authorized by a formal Standing Offer amendment issued by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of each respective call-up against this Standing Offer unless provided in writing by the scientific authority or hatchery manager.

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

The period of the Standing Offer will be for a five year period from award to January 31, 2028

### **Introduction**

The Department of Fisheries and Oceans Canada (DFO) may require the fin clipping of and coded-wire tag application to juvenile salmonids at various selected DFO hatcheries and DFO contracted hatcheries throughout British Columbia and the Yukon.

### **Objective**

The objective of a contract resulting from this standing offer is the completion of high quality fin clipping and/or coded-wire tagging activities of juvenile salmonids at selected DFO hatcheries and DFO-contracted hatcheries throughout British Columbia and the Yukon.

### **Background**

Fin clipping and application of coded wire tags (CWTs) to juvenile salmonids (otherwise referred to as "marking") is conducted to meet specific objectives including, but not limited to, identification of fish for harvest in fisheries, estimation of total catch and distribution for inclusion in international management models, and to allow for the assessment of rebuilding efforts in stocks of concern. By marking a known number of fish, and accurately reporting the resulting data, this information can be used by various agencies in the management of fish and fisheries. To meet these objectives, a high quality fin clipping and CWT application program is required at multiple facilities throughout BC and the Yukon.

Tagging and clipping of juvenile salmonids at specific locations, and the number of fish needing to be marked can change from year to year subject to (but not limited to) funding levels, treaty obligations, fish abundance and assessment requirements. The final determination of sites and numbers of fish to be marked is determined on an on-going basis by DFO. As such, the financial value of tagging may increase or decrease in any given year. Planned estimated target marking numbers for 2019 are identified within this SOW for information only (Appendix I). These services may or may not be contracted out in any given year.

### **Scope**

The contractor will provide fin clipping and/or CWT application activities to juvenile salmonids detailed in call-ups against this standing offer in accordance with established procedures cited by Nichols & Hillaby 1990 (<http://www.dfo-mpo.gc.ca/Library/318113.pdf>) and Northwest Marine Technologies (<https://www.nmt.us/about/technical-manuals/>). Contract services must adhere to the tasks/technical specifications and deliverables within this statement of work.

**Task/Requirements**

<b>Task / Requirement</b>	<b>The Contractor must fulfill the following tasks</b>
Mobilization Planning	Communicate with hatchery manager to determine required start date and equipment inventory for fin clipping and CWT application activities (after call-up against standing offer is initiated or contractor is contacted by the hatchery manager)
Site Mobilization	Have staff and equipment* set-up at facilities on dates specified through communication with hatchery managers. *See "Equipment and Supplies" under Technical Specifications section.
Fin clipping and CWT application	High quality* fin clipping and/or CWT application to juvenile salmonids as detailed in call-ups/purchase orders. *See "Quality Control" under Technical Specifications.
Quality and Status Reports (outlined in deliverables)	Provision of required quality check and status reports as outlined in the "Deliverables".
Adherence to SOW	All contract activities must be performed to details specified throughout this statement of work.

**Technical Specifications****1. Equipment & Supplies**

CWTs will be provided by the DFO CWT Coordinator directly to the Scientific Authority or Hatchery Manager who will in turn provide them to the Contractor. Contractors may choose to provide their own essential CWT application equipment, however, all essential CWT application supplies and equipment can be provided by DFO for the duration of the contract. As such, DFO will not cover costs incurred by the Contractor of any equipment which can be provided by DFO. Generator rentals, gas and oil for the Contractor's equipment are the responsibility of the Contractor and should be reflected in their pricing template.

All DFO equipment must be cleaned before being returned to DFO in good working order upon project completion. CWT injector machines must be properly cleaned in accordance with the Northwest Marine Technologies instruction manual:

(<https://www.nmt.us/wp-content/uploads/2017/11/MKIV-Injector-Manual-v323.pdf>).

Equipment supplied by DFO can include, but are not limited to coded-wire tags, water pumps, fin clipping scissors, tagging machines, Quality Control Devices (QCDs), machine spare parts, additional pumps, tagging tables, anaesthetic basins, water hoses, gloves, dip-nets, tally whackers (counters), magnifying lights, and chairs. Requirements should be discussed with the hatchery manager during project mobilization as listed in the "Task/Requirements".

All empty, partial or unused CWT spools must be returned to the hatchery manager upon completion of tagging each individual stock along with Tag Application Summary Report (see Deliverables).

**2. Quality Control**

All Contractors must have their own project manager on site at all times while contract operations are being conducted.

Control measures shall be employed by the Contractor to ensure that CWT placement and fin clipping is conducted to a high standard as detailed in Nichols & Hillaby (1990):

(<http://www.dfo-mpo.gc.ca/Library/318113.pdf>).

In addition, all fish handling, use of anaesthetics, marking, tagging and fish recovery operations must be carried out so as to minimize stress levels on fish (e.g. if ambient water temperatures are determined to be too high during the day, tagging should be conducted in early morning). If conditions are such that the stress of marking would be high, any rescheduling or cancellations must be discussed with the Scientific Authority/Hatchery Manager. Total mortality must be assessed and must be less than 0.2% of the marked population.

The Contractor shall calibrate and/or make all minor adjustments to the tagging machines and related equipment for correct CWT placement, to correct jammed machines, and to adjust water flow to the QCD.



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The Contractor will change injecting needles, cutters, rollers, QCD solenoids and head moulds as required. Maintenance and cleaning is to be done on each tagging machine during and after each project. The contractor will notify the Scientific Authority/Hatchery Manager if machines need to be repaired or serviced by the manufacturer as soon as this requirement is identified by the Contractor. The contractor is liable for damage and repair resulting from neglect, carelessness or misuse of DFO equipment.

Fish are to be sorted by size, counted and coded-wire tagged using the appropriate head mould size and positioning. Coded-wire tag placement is to meet current guidelines for tag placement outlined in NMTs manual for "Planning and Conducting Projects Using CWTs":

(<https://www.nmt.us/wp-content/uploads/2017/11/Coded-Wire-Tag-Project-Manual-Nov-2017.pdf>).

CWTs must be placed squarely in the centre of the nose cartilage of all fish regardless of size. CWT loss 24 hours after tagging must be monitored and must be no greater than 2%. Quality checks for both placement and retention will be conducted by the Contractor as outlined in "Deliverables" of this SOW. Independent placement and retention verification checks may be conducted by the Hatchery Manager/staff on an as and when needed/random basis. CWT placement and CWT retention data must be fully documented and provided to the Hatchery Manager upon completion of each check as outlined in "Deliverables". The contractor will also follow procedures indicated by the Hatchery Manager to allow for 30 day retention checks to occur by hatchery staff. Tag retention must be no less than 98%.

Fin clip quality must be checked on random samples from each clipper at least four times per day on a minimum of 25 fish per check, with all sample data fully documented and presented to the Scientific Authority/Hatchery Manager at the end of each day on which fin clipping occurred. Fin clip quality check frequency may only be reduced if approved by the Scientific Authority or Hatchery Manager. Independent verification checks will be conducted by the Hatchery Manager/staff on an as and when needed basis/random basis.

CWT spools **MUST** be checked to ensure proper tag codes assigned to specific stocks/experimental group are loaded into tagging machine prior to any new stock having tags applied and prior to the use of any new tag spool. This is to ensure that a single tag code is not applied to two separate stocks or experimental groups and that each stock has the correct tag codes applied to it. The Hatchery Manager/staff must sign-off on the Tag Application Summary form prior to the beginning of tagging activities with a new spool of tags as indicated in the "Deliverables".

### 3. Anaesthetics

The Scientific Authority/Hatchery Manager will make application for veterinarian approval and will be responsible to purchase and supply of anaesthetic for each contract. Tricaine Methanesulfonate (TMS) is the preferred anaesthetic, which is to be applied using approved methods and in approved quantities as outlined in Appendix II of this document. The Scientific Authority/Hatchery Manager must approve use of any other form of anaesthesia.

Further information on the safety and use of the TMS as an anaesthetic can be obtained from the supplier. Medical safety data sheets (MSDS) must be available to any crew operating with or near TMS.

MSDS for TMS are available at this link (or from the hatchery manager):

<http://www.sciencelab.com/msds.php?msdsId=9925304>

### 4. Record Keeping

Marking numbers and other information will be reviewed with the Scientific Authority/Hatchery Manager or their delegate before the Contractor leaves the site. The Contractor will provide the final marking data to the Scientific Authority/Hatchery Manager at the time of invoicing in English, unless otherwise specified by the Scientific Authority or hatchery manager.

**Deliverables**

<b>Deliverable/Task</b>	<b>Details</b>	<b>Completion Date</b>
Identification Details	For each of the deliverables below, the Contractor will provide hatchery, river of origin (stock), species, brood year and task dates.	Provided with each deliverable listed below.
Tag Placement Reports  (data form provided)	Number of fish dissected to inspect tag placement, % of correct/incorrect placement. This is on a minimum 3 to 4 fish per 2 hours. This increases to 3-5 fish per hour when any adjustments are made to the tagging machine, fish size changes, or there is a new/inexperienced operator.	Data form provided to hatchery manager/staff at end of each day on which tagging occurred.
Tag Retention Reports  (data form provided)	Number of fish sampled to inspect tag retention, period of retention (24hrs), number of fish with tags retained and number of fish with no tags. This will occur 24hrs after tag application.	Data form provided at end of each day on which tag retention check occurred.
Fin Clip Quality Reports  (data form provided)	Number of fish checked for fin clip quality per specified fin clipper, number of poor quality fin clips, number of good quality fin clips. Minimum of 4 checks per day with a minimum of 25 fish per check.	At end of each day on which fin clip quality check occurred.
Tag Application Summaries  (data form provided)	Hatchery staff sign-off on tag code prior to marking with any new tag spool, number of fish tagged, number clipped, average weight, average ambient water temperature, anaesthetic used, general comments (e.g. operations, fish condition, problems).	At completion of each stock's tagging activities.
Drug usage records  (data form provided)	The data provided must include, but not be limited to:  Drug Identification: Name of Drug, Lot Number & Expiry Date, Date Received, Rx#, Prescribing Veterinarian.  Record of Use: Date of Use, Location, # of fish marked, Start Volume (grams), Amount Used (g), Remaining Inventory, User's Initials, Comments/Concerns.	Drug usage records must be kept and provided to the Scientific Authority/Hatchery Manager upon completion of the contract.

**Intellectual Property**

Any intellectual property (IP) created by the Contractor will remain property of the Contractor; however, DFO reserves the right to use the IP in the production and publication of standard analytical and reporting procedures. All data collected during any contract will remain the property of DFO.

**Availability**

The ability to work in multiple areas should be identified in both the proposal and on the pricing template by providing pricing for those areas of interest. The majority of marking takes place in the spring and fall at all facilities. The Contractor shall state in their proposal if they are able to conduct tagging projects at multiple facilities simultaneously (i.e. how many crews does the Contractor have available during peak project times?). See pricing template for hatchery names/locations.

When conducting operations under this contract, it is the responsibility of the Contractor to contact the facility to determine the most appropriate dates and time of day to tag. Release times and size criteria must be met for each project; therefore, the Contractor must take into consideration that conditions such as water temperature, fish size, disease and other logistical challenges (such as equipment and staff availability) may impact timing and the Contractor must plan accordingly. The Contractor must have the ability to remain flexible to the requirements of travel and uncertainty in the face of marking requirements.

This may include, but not be limited to, operating with short mobilization times, having multiple teams available during concurrent marking projects, and employing various strategies to meet deadlines.

### **Travel**

All travel costs associated with any service contracts under this standing offer are solely the responsibility of the contractor and should be incorporated into the costing within each contractor's proposals.

### **New and Emerging Technologies & Training**

The Contractor will provide trained/experienced taggers and clippers as indicated per their bid. If the contractor proposes to provide any clippers or taggers that are new they may be trained at the project under the supervision of experienced staff (at the expense of the Contractor), but will not replace an experienced worker until approved of by the scientific authority / hatchery manager (see "Resource Replacement").

### **Language of Work**

Services and documents must be provided in English.

### **Call Up Procedures**

A call up against the Standing Offer will be initiated by DFO providing an outline to the contractor at the beginning of a project in writing. The contractor may be contacted well in advance of tagging operations to determine availability. The contractor will communicate availability within 72 hours in writing. If availability is confirmed, DFO will authorize the work to proceed with the call up document signed by DFO. This will result in the creation of a purchase order(s) outlining the maximum number of fish to be tagged and the price per fish. Changes, if necessary, must be authorized by DFO by a signed amendment to the call up document before carrying out corresponding changes in the work.

### **Resource Replacement**

The Bidder certifies that, should it be awarded a contract as a result of being awarded a standing offer, every individual proposed in its proposal will be available to perform the Work as required by DFO's Scientific Authorities or Hatchery Managers. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar experience. The Bidder must advise the Project Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

The Bidder must have approval from the Project Authority before any contract work activities can occur. Normally the Bidder will have 5 working days to propose a replacement, but due to the time sensitive nature of contract work, the deadline to propose a replacement may be reduced to 24hrs. If a replacement cannot be provided by the deadline, the current contract may be cancelled or not started.

The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Scientific Authority shall not relieve the Contractor from responsibility to meet the requirements of any resulting Contract.

DFO may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.

The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of any resulting Contract.

## Appendix I

### Estimated Marking and Tagging Details 2023

Note - these are approximate estimates based on pre-season planning and are subject to change based on financial and scientific needs. Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

2022 Marking - Estimate of Quantity and Timing								
Facility	Facility Location	Facility Operation	Species	Release Size	Approximate Mark Timing (varies annually)	Estimated Coded Wire Tag and Adipose Clip	Estimated Adipose Clip Only	Estimated Grand Total
Chehalis R	Aggasiz, BC	DFO	Chinook	Smolt 0+	Spring	600,000		600,000
Chehalis R	Aggasiz, BC	DFO	Chinook	Smolt 1+	Spring	50,000		50,000
Chehalis R	Aggasiz, BC	DFO	Coho	Smolt 1+	Spring		400,000	400,000
Cowichan R	Cowichan, BC	Community	Chinook	Smolt 0+	Spring	700,000		700,000
Goldstream	Victoria, BC	Community	Coho	Smolt 1+	Spring		110,000	110,000
Kitimat R	Kitimat, BC	DFO	Chinook	Smolt 0+	Spring	150,000		150,000
Nitinat R	Port Alberni, BC (just north of Nitinat Lake)	DFO	Chinook	Fed Fry	Spring	100,000	150,000	250,000
Nitinat R	Port Alberni, BC (just north of Nitinat Lake)	DFO	Chinook	Smolt 0+	Spring	250,000	150,000	400,000
Nitinat R	Port Alberni, BC (just north of Nitinat Lake)	DFO	Chinook	Smolt 1+	Summer	10,000		10,000
Nitinat R	Port Alberni, BC (just north of Nitinat Lake)	DFO	Coho	Fed Fry	Spring		50,000	50,000
Nitinat R	Port Alberni, BC (just north of Nitinat Lake)	DFO	Coho	Smolt 1+	Spring		100,000	100,000
Puntledge R	Courtenay, BC	DFO	Chinook	Smolt 0+	Spring	215,000		215,000
Puntledge R	Courtenay, BC	DFO	Coho	Fed Fry	Spring	80,000	120,000	200,000
Puntledge R	Courtenay, BC	DFO	Coho	Smolt 1+	Spring	50,000	50,000	100,000
Snootli Cr	Bella Coola, BC	DFO	Chinook	Smolt 0+	Spring	500,000		500,000
Snootli Cr	Bella Coola, BC	DFO	Chum	Fed Fry	Spring		100,000	100,000
Snootli Cr	Bella Coola, BC	DFO	Sockeye	Smolt 1+	Spring		50,000	50,000
Tofino	Tofino, BC	Community	Chinook	Smolt 0+	Spring	85,000	225,000	310,000
Tofino	Tofino, BC	Community	Coho	Fed Fry	Spring		65,000	65,000
Conuma	Tahsis, BC	DFO	Coho	Smolt 1+	Summer		150,000	150,000
Shuswap	Lumby, BC	DFO	Sockeye	Fed Fry	Spring		380,000	380,000
Shuswap	Lumby, BC	DFO	Chinook	Smolt 0+	Spring	750,000		750,000

## Appendix II

### Procedures for use of TMS (MS-222, Tricaine Methanesulfonate)

TMS requires a veterinary prescription and is the only prescription anaesthetic approved for use on finfish.

For salmonids: TMS dose ranges from 25 ppm for light sedation to 40 - 100 ppm for sedation and anaesthesia. **TMS dose is lethal at 200 to 300 ppm** and can be used for euthanasia.

TMS may lower the pH of the water therefore buffering of the anaesthetic water may be necessary. Sodium bicarbonate can be used as the buffer by adding an equal amount of the sodium bicarbonate as the TMS.

Always measure the pH of the water prior to adding TMS. Measure the pH of the water after mixing in TMS and measure the pH of the water as buffer is being added. The goal is to buffer the water back to the ambient (baseline) level.

**Keep a record of the amounts of TMS and sodium bicarbonate being used to make the anaesthetic solution.**

To make up the anaesthetic solution, either add TMS powder directly to the anaesthetic basin(s) or make a stock solution of TMS and add the (liquid) stock solution to the water.

TMS must be stored in a cool, dark area. Stock solutions of TMS should be stored in dark colored containers (e.g. brown plastic bottles) to retain efficacy.

Fish should take between 1 to 2 minutes to become sedate and once returned to the fresh water recovery area, should take between 1 and 4 minutes to fully recover. If anaesthesia occurs faster than 1 minute - dilute the anaesthetic solution with fresh water until fish are taking 1 to 2 minutes to become anaesthetized.

**ALWAYS test a small group of fish FIRST. This allows for making adjustments to the anaesthetic bath without causing mortality due to excessive concentration.**

#### **Prior to Anaesthesia:**

Health risks associated with handling the fish are reviewed by fish health staff and the Veterinarian prior to procedure. All staff handling anaesthetics must be aware of WHMIS information.

Fish should be taken off feed for 24 to 48 hrs prior to being anaesthetized.

Anaesthetic baths should be prepared according to manufacturer's directions. Use the same source water the fish are being held in to make anaesthetic baths, and this will minimize stress.

#### **During Anaesthesia:**

Staff should wear personal protective equipment to minimize exposure to anaesthetic agents. Recommended gear includes safety/splash glasses, dust mask, latex or nitrile gloves and rubber boots.

Handle fish gently using nets with smooth surfaces. Larger fish should be supported ventrally and smaller fish will be handled with a dip net. Any dropped fish or jumpers will be handled by net instead of hands.

Mucus protectants (e.g. Vidalife™) may be employed to minimize damage to the fish mucus-skin barrier.

Water quality parameters affect the anaesthetic, especially temperature and dissolved oxygen. Water temperature and dissolved oxygen should be monitored during the procedure. The temperature of the rearing unit and the anaesthetic and recovery baths should not differ by more than three degrees.

Monitor fish behavior and watch for signs of distress or cessation of opercular activity as this may be life threatening. Never leave fish unattended in the anaesthetic bath.

Place airstones in the anaesthetic solution, with the airflow regulated for small bubbles to optimize oxygen exchange.

When water quality degrades (D.O. < 5 mg/L and/or temperature changes > 2 degrees) or it is taking longer than 2 minutes for fish to become anaesthetized, renew the anaesthetic bath.

#### **Following Anaesthesia:**

Dispose of anaesthetic baths in accordance with manufacturer recommendations and waste management regulations.

Monitor the fish closely after all handling events. Mortality and morbidity should be assessed twice daily for two weeks post handling and all mortalities should be classified.

Some anaesthetic agents are subject to a withdrawal time. This is indicated on the prescription for the product. Fish **must not be** released or slaughtered for human consumption until after the withdrawal period has expired.

#### **TMS Solution Guide**

<b>Dosage (PPM)</b>	<b>Volume of Water (L)</b>		
	<b>1</b>	<b>5</b>	<b>10</b>
	TMS (grams)		
<b>30</b>	0.03	0.15	0.30
<b>35</b>	0.04	0.18	0.35
<b>40</b>	0.04	0.20	0.40
<b>45</b>	0.05	0.23	0.45
<b>50</b>	0.05	0.25	0.50
<b>55</b>	0.06	0.28	0.55
<b>60</b>	0.06	0.30	0.60
<b>65</b>	0.07	0.33	0.65
<b>70</b>	0.07	0.35	0.70
<b>75</b>	0.08	0.38	0.75
<b>80</b>	0.08	0.40	0.80
<b>85</b>	0.09	0.43	0.85
<b>90</b>	0.09	0.45	0.90
<b>95</b>	0.1	0.48	0.95
<b>100</b>	0.1	0.50	1.00

**ANNEX "B" BASIS OF PAYMENT**

**Professional Services and Associated Costs** - For the provision of all professional services, including all associated costs necessary to carry out the required work as described in the statement of work.

**Pricing & Payment**

The value of contracts arising from this Standing Offer shall be based upon the number of fish estimated to be marked prior to project mobilization and based on quantity. The charge-out rate invoiced for a contract shall be for the actual number of fish marked **during the project mobilization**. If changes to the number of fish estimated to be marked are anticipated, the Scientific Authority/Hatchery Manager shall notify the Contractor as soon as possible. The number of marks applied shall not exceed the numbers indicated in the contract for the applicable year unless the Scientific Authority/Hatchery Manager agrees to this in advance. The number of marks applied may be less than originally specified if insufficient fish are available at time of marking. Please note that the cost per fish to be used for invoicing will be based on total fish marked **per mobilization** and not on individual stocks, mark types and species.

Contractors must ensure they fill out the pricing template completely for each facility they complete a bid for. Each scenario should be completed; all quantity categories, CWT/ad-clipping and just ad-clipping. Failing to complete any section will be taken as the contractor not applying for a standing offer for these specific criteria (i.e- if a price is only filled-in for a quantity of 400,000+, and the number to be tagged in 350,000, the contractor will not have this work included in their standing offer).

Please note that this standing offer is for 5 year. Contractors should consider this and provide written documentation if any % increase will be applied to each additional year. Example, it may be stated that for each additional year, the rate per fish will increase x% from the previous year.

Invoices are to be submitted no more than 4 weeks after completion of each project mobilization or otherwise at the pre-approved discretion of the Scientific Authority/Hatchery Manager.

**PRICING TEMPLATE**

Cost is quoted in cents per fish and shall include all costs (travel, set up, equipment maintainance, etc.).

**Please fill in every price range and mark type for each facility you are bidding on.**

<b>Chehalis River Hatchery (Aggasiz, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Cowichan River Hatchery (Duncan, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Goldstream Hatchery (Victoria, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Kitimat River Hatchery (Kitimat, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Nitinat Hatchery (Port Alberni, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Puntledge River Hatchery (Courtenay, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Snootli Creek Hatchery (Bella Coola, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		



<b>Tofino Hatchery (Ucluelet, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

<b>Shuswap River Hatchery (Lumby, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000	-	-
100,001-400,000	-	-
400,001+	-	-

<b>Conuma River Hatchery (Tahsis, BC)</b>		
# of fish to be tagged/clipped	AdCWT	AdOnly
1-100,000		
100,001-400,000		
400,001+		

### **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" SALMONID FIN CLIPPING AND CODED WIRE TAG (CWT) APPLICATION**

**Staffing Template**

Note: If you are bidding on any specific hatchery, please ensure you specify how much experience the Project Manager has (in years) at those individual hatcheries.

**Project Manager Experience**

Name	Experience (# of years)	Facility(ies)	General Duties

**Crew Member Experience**

Name and Position Title	Experience (# of years)	Facility(ies)	General Duties

**ANNEX “E” EVALUATION CRITERIA**

**Proposal**

The proposal must demonstrate that the contractor has successfully provided services similar to those described in the Statement of Work.

The proposal should contain a statement of the name under which the firm is legally incorporated and a statement of the Canadian foreign ownership of the firm, if applicable.

**It is strongly recommended that bidders complete the Staffing Template and the Pricing Template carefully and in detail.**

Note: a marking year is defined as all completed marking project(s) within a calendar year. One spring and one fall in the same year are considered the same marking year.

**Mandatory Criteria**

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.

**The proponent should include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	The bidder must provide proof they have at least two (2) years’ experience in managing staff conducting coded-wire tagging and fin clipping of juvenile salmonids.		

**RATED REQUIREMENTS (total maximum 50 points)**

**A proposal must receive a minimum of 25 points in the rated requirements. Those not meeting the minimum score will be considered technically non-responsive and will not be given further consideration.**

**(Note – add on additional staffing templates to identify project managers or crew as needed.)**

<b>R1</b> An indication that the Contractor submitting a proposal has experience in providing fin clipping and tagging services at DFO or other fish production facilities. The Contractor shall give specific examples of all relevant work for this criterion, including year and facility. ( max 5 points)	<b>R1 (max 5 pts)</b> 1 point per year
<b>R2</b> Using the staffing template provided, clearly list the personnel proposed to carry out the work as described. Clearly identify name, title and years of experience, previous facilities and duties. Please clearly identify separately if the Project Manager will also be assuming the duties of a crew member (e.g. tagging) in order to receive points under both a) and b).  a) <b>Project Manager</b> (max 15 points) b) <b>Crew Members</b> (max 20 points)	<b>R2</b> <b>a) Project Manager (max 15 pts)</b> 3 points per year  <b>b) Crew Members (max 20 pts)</b> 1 – 4 years’ experience = 2 pts 5 or more years = 4 pts
<b>R3</b> Indication of project manager’s previous experience directly	<b>R3 (max 10 pts)</b>

<p>at facility indicated in proposal where contractor is interested in providing services. Site-specific experience should be clearly identified using the template provided. (max 10 points)</p>	<p>2 points per year</p>
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**Basis of Selection**

Compliant proposals will be ranked for each hatchery based on highest combined score for rated criteria and cost proposal points. Those ranked first, second, or third within a hatchery area will be recommended for standing offer award.

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

**Any changes to the Standing Offer must be authorized by a formal Standing Offer amendment issued by the Contracting Authority.**