

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the
King 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 à : Pêches et Océans Canada

Nous offrons par la présente de vendre
à Sa Majesté le Roi 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).

Title / Titre Scientific and technical advisory services		Date January 24, 2023
Solicitation No. / N° de l'invitation 30002622		
Client Reference No. / No. de référence du client(e) 30002622		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normal de l'Atlantique) On / le : February 20, 2023		
F.O.B. / F.A.B. Destination	Taxes 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 : Pascal Busungu – Contracting Officer Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	5
1.4 DEBRIEFINGS	5
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS	6
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS ELECTRONIC PAYMENT INSTRUMENTS	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	12
ANNEX "1" TO PART 5 OF THE REQUEST FOR STANDING OFFERS FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	16
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	17
6.1 SECURITY REQUIREMENTS	17
6.2 INSURANCE- SPECIFIC REQUIREMENT.....	17
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	18
A. STANDING OFFER	18
7.1 OFFER	18
7.2 SECURITY REQUIREMENTS	18
7.3 STANDARD CLAUSES AND CONDITIONS.....	18
7.4 TERM OF STANDING OFFER.....	19
7.5 AUTHORITIES	19
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	20
7.7 IDENTIFIED USERS	20
7.8 CALL-UP PROCEDURES – RIGHT OF FIRST REFUSAL BASIS.....	20
7.9 CALL-UP INSTRUMENT	20
7.10 LIMITATION OF CALL-UPS.....	21
7.11 FINANCIAL LIMITATION	21
7.12 PRIORITY OF DOCUMENTS.....	21
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	22
7.14 APPLICABLE LAWS.....	22
B. RESULTING CONTRACT CLAUSES	23

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

7.1	STATEMENT OF WORK.....	23
7.2	STANDARD CLAUSES AND CONDITIONS.....	23
7.3	TERM OF CONTRACT	23
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	23
7.5	PAYMENT.....	23
7.6	INVOICING INSTRUCTIONS.....	25
7.7	INSURANCE – SPECIFIC REQUIREMENTS	25
7.8	SACC MANUAL CLAUSES	26
7.9	DISPUTE RESOLUTION.....	26
7.10	ENVIRONMENTAL CONSIDERATIONS	26
ANNEX “ A ” – STATEMENT OF WORK.....		28
ANNEX " B " – BASIS OF PAYMENT.....		35
ANNEX " C " – INSURANCE REQUIREMENTS		39
ANNEX “ D ” – STANDING OFFER REPORTING – USAGE REPORT.....		40
ANNEX “ E ” – EVALUATION CRITERIA.....		41
ANNEX “ F ” – FINANCIAL PROPOSAL.....		55

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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 The Department of Fisheries and Oceans (DFO) has a requirement for a Regional Individual Standing Offer (RISO) for the delivery of scientific and technical advisory services on a temporary and occasional basis on matters related to acoustic disturbance and altered environmental conditions on aquatic species in marine environments.

Canada intends to issue up to three (3) Standing offers (SO) to qualified suppliers who can provide the services to meet the specific needs outlined in the Statement of Work (Annex A). Each SO will be from date of SO issuance until March 31, 2028.

The total dollar value of all Standing Offers is estimated to be **\$200,000.00 (Applicable Taxes excluded)** annually. Individual call-ups will vary, up to a maximum of **\$75,000.00 (Applicable Taxes included)**. Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; the Department will issue call-ups only when the specific services to be provided under the Standing Offer are needed.

1.2.2 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement, Canada-United Kingdom Trade Continuity Agreement and World Trade Organization-Agreement on Government Procurement (WTO-AGP).

1.2.3 The Request for Standing Offers (RFSO) is to establish Regional Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers. ”

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2022-12-01) 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 Fisheries and Oceans Canada 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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (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 the province or territory where the services are to be rendered.**

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 (1 soft copy in PDF Format);

Section II: Financial Offer (1 soft copy in PDF Format);

Section III: Certifications (1 soft copy in PDF Format);

Important Note:

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 to ensure delivery. Offerors are responsible to send their offers and to allow enough time for DFO to receive the offer by the closing period indicated in the RFSO. Emails with links to offer documents will not be accepted.

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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 should submit their financial offer in accordance with Annex "E" Financial Proposal.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" of Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" of Part 3, 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.

3.1.2 Exchange Rate Fluctuation

SACC *Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation.

Section III: Certifications

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

Solicitation No. - N° de l'invitation
30002622

Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS ELECTRONIC PAYMENT INSTRUMENTS

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

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

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"- Technical Criteria

4.1.1.2 Point Rated Technical Criteria

Refer to Annex "E"- Technical Criteria

4.1.2 Financial Evaluation

Refer to Annex "F"

4.1.2.1 - Offer

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

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of **108 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **222 points**.
2. Bids not meeting (a), (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 / 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.

Solicitation No. - N° de l'invitation
30002622

Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.

File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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 70 and the lowest evaluated price is \$45,000.

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

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.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

5.2.2 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 \(ESDC\) - Labour's](#) website.

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.

5.2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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

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: 2019-01](#) 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.

Signature

Date

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1 Status and Availability of Resources

SACC *Manual* clause [M3020T](#) (2016-01-28), Status of Availability of Resources-Offer

5.2.4.2 Education and Experience

SACC *Manual* clause [M3021T](#) (2012-07-16), Education and Experience.

ANNEX "1" to PART 5 OF THE REQUEST FOR STANDING OFFERS FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance- Specific Requirement

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

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](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Reporting Period #1: April 1 to September 30
- Reporting Period #2: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

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 date of issuance to March 31, 2028.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Pascal Busungu
 Title: Contracting Officer
 Department: Fisheries and Oceans Canada
 Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6
 Telephone: 506-426-6269
 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 *(to be inserted at issuance of standing offer)*

The Project Authority for the Standing Offer is:

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

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

7.5.3 Offeror's Representative *(bidder please fill out)*

Name: _____
 Title: _____

Organization: _____
Address: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail: _____

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Marine Planning and Conservation Branch of Fisheries and Oceans Canada.

7.8 Call-up Procedures – Right of First Refusal Basis

The identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

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 Deliveryor
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 **\$75,000.00** (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 **\$1,000,000.00** (*Applicable Taxes included*) 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 four 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](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- f) Annex "A", Statement of Work;
- g) Annex "B", Basis of Payment;
- h) Annex "C", Insurance Requirements;
- i) the Offeror's offer dated _____ (*to be inserted at issuance of standing offer*)

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.

7.13.2 SACC Manual Clauses

SACC *Manual* clause [M3020C](#) (2016-01-28) Status and Availability of Resources

SACC *Manual* clause [M3021T](#) (2012-07-16) Education and Experience

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 the province or territory where the services are to be rendered.

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](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information, 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.

7.4 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: 2019-01](#) 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 firm unit price(s) as specified in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B". Customs duties are included and Applicable Taxes are extra.

7.5.2 Travel and Living Expenses- National Joint Council Travel Directive

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____ (to be provided at standing offer award)

7.5.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be provided at standing offer award). Customs duties are excluded 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.

7.5.4 Method of Payment

Option 1: SACC Manual clause **H1000C** (2008-05-12), Single Payment

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

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

OR

Option 2: 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.

7.5.5 SACC Manual Clauses

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

7.5.6 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca with a cc to: *(insert the name of the Project/Technical Authority and the AP Coder)*. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Project Authority *(to be inserted at contract award)*. Note: Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.7 Insurance – Specific Requirements

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 SACC Manual Clauses

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

SACC Manual clause [G2002C](#) (2018-06-21), Errors and Omissions Liability Insurance

7.9 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](#)".

7.10 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

Solicitation No. - N° de l'invitation
30002622

Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.

File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

ANNEX “ A ” – STATEMENT OF WORK

1. SCOPE

1.1. Title

Standing Offer: Provision of Scientific and Technical Advisory Services on Matters related to understanding under water noise, evaluating measures, identifying gaps and mitigating effects on aquatic species and environments.

1.2. Introduction

The Government of Canada (the Government) has key responsibilities for identifying, assessing, and managing the impacts of human-induced underwater noise in the marine environment.

The Marine Environment Quality (MEQ) program in the Marine Planning and Conservation (MPC) Directorate was established under the *Oceans Act* to understand and manage stressors that affect marine environmental quality and health. Activities under the MEQ program include the evaluation of the effectiveness of mitigation strategies to limit harmful impacts to marine life and habitat, identification of management gaps and the development of new regulatory or non-regulatory measures. The priorities of the program include developing or adjusting management measures to reduce impacts from identified priority marine stressors in coastal, estuarine and marine environments. The MEQ program was revitalized under the Oceans Protection Plan (OPP) and is currently focused on the effects and impacts of human-produced ocean noise, particularly from marine shipping, seismic surveys and pile driving. For more information on MEQ visit <https://www.dfo-mpo.gc.ca/oceans/noise-bruit/meq-qmm-eng.html>

Underwater noise generating activities in Canadian marine environments regularly occur or are proposed and may require review, mitigation, monitoring and management. Fisheries and Oceans Canada uses science-based evidence to facilitate effective and sustainable management of Canada's fisheries, ensures that marine ecosystems are protected from negative impacts and supports the development of informed management programs. Much of the MEQ's efforts are focused on underwater radiated noise and may include ship-sourced noise (eg. propellers, onboard generators, sonar), marine construction sourced noise (eg. dredging, pile driving, blasting) or resource exploration and development activities (eg. seismic testing and drilling).

The Department requires technical expertise and advice in the areas of acoustic disturbance and altered environmental condition on aquatic species in marine environments.

This Statement of Work outlines the anticipated contracting needs for the MEQ program focused on enhancing DFO's abilities to support all aspects of management of underwater noise as an acoustic stressor, from prevention to monitoring and adaptive management, as well as to inform Departmental needs specific to understanding underwater noise to inform decisions for the protection and preservation of Canada's marine aquatic resources.

The scope of services included in the SO does not include field work or field study components. Overall, the efforts are expected to be completed from an office/home office setting, during regular business hours, unless a specific, regional time-zone consideration is required.

1.3. Objectives of the Requirement

The standing offer is designed to ensure effective access to external expertise that will provide the necessary support to DFO in the exercising of its mandate and authorities. This includes, but is not limited to the provision of the following service offerings: expert advice; scientific support; scientific reporting and communications; operationalization of scientific knowledge; as well as research, study and/or data collection program planning and support services.

The Department (DFO) is seeking companies with the experience, expertise and the ability to provide the defined scientific and technical advisory services. Proponents must be able to demonstrate their capabilities to deliver on all service offerings. The resources are required to have significant technical experience and be able to support management-related needs, remotely. Proponents should expect to support DFO staff prepare, respond to and address impacts to aquatic ecosystems resulting from specific incidents or proposals on an as needed basis.

2. REQUIREMENTS

2.1. Services, Tasks and Anticipated Activities

The general scope of work for the resulting contract will require a contractor capable of providing the scientific and technical advisory services described below on matters related to events, proposals and effects from underwater noise on marine species and environments and in doing so will assist DFO in its mandate to protect Canada's aquatic resources. Depending on the needs, multiple services may be combined into any single project. (Note this list of services may also be modified based on specific project needs).

2.1.1. Expert Advice Services

For these services, expert reviewers may be required to provide oral and/or written comments and edits, expert opinion, analysis, and recommendations.

- (a) **Review of research and/or monitoring proposals.** Review may be required for a critical evaluation of a written research and/or monitoring proposal produced by other parties with elements such as research question(s), objective(s), study design, scientific methodology, merit, sampling and data collection, sample analyses, QA/QC approaches, data analysis, identified limitations, identified outcomes, and others. Review may also be required for proposed budgets and project timeframes.
- (b) **Review of scientific and project documents and manuscripts.** Review may be required for a critical evaluation of various scientific and/or project documents including reports, research documents and/or deliverables generated by other parties. The format of the scientific documents and manuscripts may vary and can include written reports and/or data produced as outputs of research projects. These may include technical reports, raw data, analyzed data, etc.
- (c) **Participate as an expert in meetings.** Participate in meetings such as workshops, working groups, peer-review meetings, and others. For this requirement, expert advice may be required to review scientific documents prior to a meeting (conference calls or face-to-face) and to participate in peer-review meetings with other invited experts.

- (d) **Provide expert advice.** As part of a proposal review, timely and informed decisions need to be made. In support of DFO's participation in review efforts, external expert advice is sometimes required, including but not limited to: the verification of field sampling designs: ex. Equipment and settings, recording locations, the development of sampling protocols, standards for quality assurance/quality control, information on the potential effects to aquatic species, ecological risk assessment and the analysis of impacts, scientific and technical advice regarding cumulative and/or incremental impacts on individual species and the ecosystem as a whole; other scientific and technical advice in support of management decisions. etc.

2.1.2. Scientific Support Services

- (a) **Analyze data, interpret and provide scientific support services.** Following efforts by other parties, it may be required to analyze scientific data and produce a report on findings with sections that can include introduction, background information, material and methods, data and statistical analyses, results, discussion (interpretation), and references and others. This may be required for various types of research approaches including baseline collections, monitoring studies, experimental manipulations, etc. The format of the report may be a technical report or a manuscript for publication in a scientific journal or technical report series.
- (b) **Compile, analyze, validate, interpret and provide scientific support services.** There may be a need to consolidate analytical, spatial and temporal information to increase our understanding of potential underwater noise behaviour, impacts and effectiveness of mitigation measures. As part of that process, available information is compiled, analyzed, validated and interpreted.
- (c) **Environmental risk assessment services.** In order to evaluate and quantify the level of impact to the marine environment from a proposed activity, a risk assessment process can be applied by the proponent that would need review. The scope of these services can include: review of the pre, during and post monitoring plans, review of existing data and recommendation for additional data collection and/or procedures, problem formulation, exposure assessment, assessment of effects, risk characterization, discussion and conclusion. Technical review reports would be expected to be produced. These efforts can include collaboration with a number of internal and external stakeholders.

2.1.3. Scientific Reporting and Communications

- a) **Conduct literature review services.** Prepare written reports that surveys and synthesizes the pertinent published research on a particular topic to provide: 1) an overview of the topic that reflects the current state of knowledge, 2) extensive reference list that may be used to locate further relevant publications and, 3) knowledge gaps in the existing literature that may be developed into research recommendations (possibly ranked by level of priority). May include coordinating the journal submission process for publication (i.e., prepare drafts for submission, coordinate submission and communicate with co-authors and journal editorial staff, coordinate the required revisions and address reviewer's concerns).
- b) **Write scientific manuscripts for publication services.** Prepare original manuscripts on research findings suitable for publication in a peer-reviewed scientific journal (includes abstract, introduction, methods and materials, results, discussion, references cited, tables and figures, supporting information, acknowledgements). May include coordinating the journal submission process (i.e., prepare drafts for submission, coordinate submission and communicate with co-authors and journal editorial staff, coordinate the required revisions and address reviewer's concerns).

- c) **Scientific communication services.** Summarize and communicate technical information to a non-technical audience. This could include: the interpretation of scientific findings, the development of materials for communication with stakeholders, the development of plain language summaries, the development of presentations or briefings to support stakeholder engagement or consultation, products to support Consultation activities. The focus for these services is on the effective translation of technical content, rather than on communication expertise.

2.1.4. Operationalization of Scientific Knowledge

- a) **Build capacity and/or provide technical advice.** Build capacity or provide technical advice to DFO on topics specific to understanding under water noise, evaluating measures, identifying gaps and mitigating effects on aquatic species and environments, which could include: species information, biological effects, modelling, study design, risk assessment, management recommendations. This requirement could be sought for providing advice on capacity building, techniques, procedures, analyses, or review.
- b) **Develop tools, guidance and protocols.** Develop tools, guidance and protocols to assist DFO in understanding under water noise, evaluating measures, identifying gaps and mitigating effects on marine species and environments. Materials may include, but are not limited to: Data collection/monitoring guidelines, template monitoring plans, risk assessment protocols, summaries of permitting requirements, species and underwater noise source factsheets, amongst others.

2.1.5. Research, Study and/or Data Collection/Monitoring Program Planning and Support Services

- a) **Research recommendation services.** Prepare recommendations for research to address an identified topic, priority area or question. Level of detail of prepared research recommendations will vary. Prioritization and ranking of research recommendations may also be required.
- b) **Research project design services.** Prepare a design for a research project to address an identified topic, priority area or question. Various designs of research projects may be required including both experimental and observational (monitoring). Depending on the requirement, the design of research project may include laboratory and/or field components. The design of the research project must be in the format of a research proposal and include elements such as background information, research question, objective(s), study design, scientific methodology, experimental protocols, sampling and data collection, sample analyses, QA/QC approaches, data analysis, identified limitations, identified outcomes, and others. Estimated budgets and project timeframes may also be required.
- c) **Research or sampling protocol design services.** Prepare written protocols required to perform ex-situ research on the effects of underwater noise on marine species.

2.2. Delivery Times

Proponents should be aware that such support services may be required on an accelerated schedule (depending on the specific call-up needs). A response to a call-up may be requested within a short period; however, no standby or 24/7 capacity is expected or required. Delivery timeliness will be specified in each call-up and will be dependent on DFO requirements.

2.3. Deliverables

Deliverables will be defined in each call up. It could include the following requirements:

- Provide electronic files, hard copy files, or both; as appropriate for the specific project.
- File format for reports and/or data must be compatible with DFO's PC computer systems.
- Style and format of the reports and presentation of table, figures and data will depend on the specific project.
- Communication must be by mail, email, telephone or in person; as appropriate for the specific project.

Unless otherwise defined in the call-up, the following deliverables should be included:

- Produce all deliverables including reports in the language specified in the call-up.
- Draft copies of the deliverables should be provided to the Project Authority (DFO) for comment in MS Office format such as MSWord, Excel or PowerPoint depending on the type of deliverable. The preliminary report must be equivalent to a final report in terms of presentation quality and content.
- The final deliverable must be in MS Office format with the capability of editing or converting to a PDF format prior to distribution.
- The resource will provide electronic copies of all referenced information sources;
- All deliverables will be provided in non-secured, source-file formats (including any graphics or embedded content).

2.4. Reporting Requirements

All produced deliverables must have undergone an internal senior technical peer review to ensure all data, information and/or recommendations are correct, appropriate guidelines and protocols have been applied, and any calculations have been verified. All deliverables must include documentation of all considerations, assumptions and calculations to enable an independent technical review. All final deliverables will address all comments provided during the Project Authority's review of the draft.

Specific requirements for deliverable formats will be defined in the individual call-ups.

3.0 Language Requirements

Language requirements will be indicated in each call-up .

4.0 Location of Work

The supplier is expected to be able to work from any location outside the federal government buildings, unless invited to attend a meeting in a federal building. Efforts will be made to support virtual meetings to the extent possible, unless a physical presence is required (which would be defined in the call-up).

Travel is not to be included unless expressly required as part of the needs defined in the call-up (described below).

5.0 Travel and Living Expenses (if applicable)

Travel and living expenses will only be reimbursed, if specified in the call-up.

If travel and living expenses were not included at the time of the call-up and it is deemed necessary in order to meet project objectives, the PA must approve the travel costs in writing, and a call-up amendment must be exercised.

Any travel and living expenses not included in the call-up, or not approved in writing by the PA, will be at the contractors expense and will not be reimbursed.

Invoices with approved travel and living expenses must be accompanied with one of the two "Travel Request and Approval" form founds at Appendix 1 to Annex "B", and applicable receipts.

Failure to provide supporting documents and applicable receipts for all associated charges for travel and living expenses will result in non-payment for the related cost in the "Travel and Living Expenses" portion of the invoice only.

6.0 Assumptions

Specific assumptions will be detailed in the individual call-up; however, unless otherwise specified, it is anticipated that the following assumptions will apply:

- a) Expert advice and scientific opinions will be based on the best available information at the time;
- b) DFO will coordinate participation by other federal departments and stakeholders;
- c) Virtual meetings will be preferred over in-person, to the extent possible;
- d) DFO will provide one consolidated set of comments for all draft materials reviewed; and
- e) Existing, internal reference materials will be provided to the Consultant in the most convenient format readily available to DFO.

7.0 Estimated Level of Effort

The anticipated level of effort required will be detailed in each call-up. This should include a complete breakdown of expected hours, fees and disbursements, per task, deliverable or milestone based on the breakdown structure identified within the call-up.

8.0 Project Management Control Procedures

Specific project management control procedures will be defined in the individual call-ups, depending on the scale and scope of the services required.

In general, it is understood that a specified individual will be identified as the Bidder's Project Manager, for each call-up. This individual will service as the key point of contact for the consultant and shall work with the DFO Project Authority The Project Authority will be responsible for the following but not limited to:

- initiating the work upon project award and ensuring the necessary resources have been allocated;
- ensuring the defined scope of efforts is being adhered too and tracked, defined timelines are being respected, and progress tracking mechanisms/reporting are being implemented;
- ensuring the completion of all deliverables; and
- communicating all proposed changes in scope to the Project Manager to ensure that necessary resources are being allocated.

One member from DFO will be assigned as the DFO Project Authority. They will be responsible for:

- defining the scope of work for the individual call-up;
- addressing and approving any changes in scope on the call-up;
- providing any information originating from DFO;
- consolidating and providing input on behalf of DFO; and
- facilitating communication with other DFO representatives as well as other departments or stakeholders (as required).

Solicitation No. - N° de l'invitation
30002622

Amd. No. - N° de la modif.
30002622

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
30002622

File No. - N° du dossier
4600000XXX

CCC No./N° CCC - FMS No./N° VME

It is anticipated that there would be regular and open communications between the Bidder's Project Manager and the DFO Project Authority throughout each project (as defined in the specific call-up).

9.0 Requirements for Progress Reporting

Progress report requirements will be defined in each call up. The format will depend on the level of work required in each call-up and may vary from a simple email to a detailed report of which format will be provided in the call-up.

10.0 Change Management Control Procedures

A request for a change in scope of the call-ups can be initiated by the Departmental Representative based on various internal or external conditions. Both parties must agree on the scope change and have a record of both parties agreement. In the event the scope change requires a budget change, an amending call-up will be actioned by the Departmental Representative.

Changes in scope, financial limitation, period of time, named resources, terms and conditions to the Standing Offer agreement(s) must be authorized in writing by the Contracting Authority prior to initiation.

ANNEX " B " – BASIS OF PAYMENT

1. Firm Hourly Rates

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

Firm hourly rates must include all applicable fees required for conducting the work excluding travel and living expenses. Charges for travel and living expenses will be billed separately as specified at Para (2) Travel and Living Expenses, of this document.

For work performed that does not amount to 60 minutes, the time charged will be calculated as follows:

- 1-15 minutes will be billed at 0.25 hrs
- 16-30 minutes will be billed at 0.50 hrs
- 31-45 minutes will be billed at 0.75 hrs
- 46-59 minutes will be billed at 1.00 hrs

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Contract Period: Date of issuance of the SO to March 31, 2028					
Category	Year 1: Date of issuance of SO to March 31, 2024	Year 2: April 1, 2024 to March 31, 2025	Year 3: April 1, 2025 to March 31, 2026	Year 4: April 1, 2026 through March 31, 2027	Year 5: April 1, 2027 through March 31, 2028
	Firm Hourly Rate				
Senior Project Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Technical Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Intermediate Technical Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
30002622

Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.

File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

2. Travel and Living Expenses

All travel and living expenses must be pre-approved by the Project Authority as part of the call-up specifications.

Charges for travel and living expenses will be reimbursed at cost, upon submission of supporting documents and receipts, with no allowance for overhead profit. Receipts with charges in excess of the allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), will be reimbursed to the maximum allowable allowance as per the applicable Appendices. Any cost exceeding the applicable allowance amount will be at the contractors expense.

Charges for travel and living expenses must be listed as a separate line item on each invoice and will only be reimbursed provided that the supporting documents and/or receipts have been submitted with the invoice.

One of the two "Travel Request and Approval" forms, found at Appendix 1 to Annex "B", must be used as the supporting document for all associated Travel and Living expenses.

Failure to provide supporting documents and applicable receipts for all associated charges for travel and living expenses will result in non-payment for the related cost in the "Travel and Living Expenses" portion of the invoice only.

APPENDIX 1 to ANNEX B – TRAVEL REQUEST AND APPROVAL FORMS

1. Travel Request and Approval Form- This template must be approved by the PA for Individual Travel (one resource)



Travel Request and Approval Form

PROTECTED when completed

Show Instructions

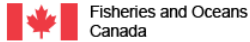
Period Covered	Plan Number (Optional)
Traveller's Information	
Name of Traveller	Public Servant <input type="radio"/> Yes <input type="radio"/> No
Region/Sector/Branch/ Directorate/Section	For non public servant, provide company name
Address	(if applicable)
Telephone Number	
Email	

Purpose of Travel	Explanation
01 - Operational Activities	Travel that is required in support of the direct delivery of the core mandate of the Department of Fisheries and Oceans and/or the Canadian Coast Guard or legislative or legal requirements.
02 - Key stakeholder engagement	Travel that is necessary to engage key stakeholders in relation to policy, program or regulatory development or renewal or other matters that support the Department of Fisheries and Oceans and Canadian Coast Guard's ongoing working relationship or operations with such communities.
03 - Internal governance	Travel that is necessary to support sound internal governance of the Department of Fisheries and Oceans and/or the Canadian Coast Guard including management meetings and Departmental Audit Committee meetings, or that is necessary for the recruitment or hiring of employees.
04 - Training	Travel to enable the training of employees to meet the assigned duties of their positions.
05 - Other	Other travel - please provide detailed explanation.

Amended	Trip No	Date		Origin / Destination(s) of Travel	Purpose of Travel	Cost Information (include taxes)										Event			
		From DD/MM	To DD/MM			Air	Rail	Rental Motor Vehicle	Personal Motor Vehicle	Taxi	Other Transport	Accommodation	Meals	Incidentals	Other	Total Trip Amount	Is the trip part of an Event?		
<input type="checkbox"/>																		<input type="checkbox"/>	
If "Other" is chosen as trip purpose, provide detailed explanation and Provide specific trip objective and justification for not using telepresence or other alternative to travel. Provide justification if agenda is not available.																			

Traveller	<input type="text"/>	Date	<input type="text"/>	Recommended by	<input type="text"/>	Date	<input type="text"/>
Expenditure Initiation approved by (Print)	<input type="text"/>			Recommended by	<input type="text"/>	Date	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>	Recommended by	<input type="text"/>	Date	<input type="text"/>
Comments	<input type="text"/>						

2. Crew and Group Travel Request and Approval Form- This template must be approved by the PA for Group Travel (multiple resources)



Crew and Group Travel Request and Approval Form

PROTECTED when completed

Show Instructions

Date of Crew Change or Group Travel	Plan Number (Optional)
Information	
Vessel Name or Group Name	(If applicable)
Region/Sector/Branch/Directorate/Section	
Trip Purpose	
Trip objective and justification for not using telepresence or other alternative to travel	
Justification for the number of travellers	

Plan is not approved until signed by a Senior Departmental Manager (that is a manager who reports directly to the Deputy Minister or the Commissioner, Canadian Coast Guard)

- | Purpose of Travel | Explanation |
|---------------------------------|--|
| 01 - Operational Activities | Travel that is required in support of the direct delivery of the core mandate of the Department of Fisheries and Oceans and/or the Canadian Coast Guard or legislative or legal requirements. |
| 02 - Key stakeholder engagement | Travel that is necessary to engage key stakeholders in relation to policy, program or regulatory development or renewal or other matters that support the Department of Fisheries and Oceans and Canadian Coast Guard's ongoing working relationship or operations with such communities. |
| 03 - Internal governance | Travel that is necessary to support sound Internal governance of the Department of Fisheries and Oceans and/or the Canadian Coast Guard including management meetings and Departmental Audit Committee meetings, or that is necessary for the recruitment or hiring of employees. |
| 04 - Training | Travel to enable the training of employees to meet the assigned duties of their positions. |
| 05 - Other | Other travel - please provide detailed explanation. |

Amended	Trip No	Traveller Name	Origin / Destination(s) of Travel	Public Servant	Cost Information (include taxes)											Event		+	-			
					Air	Rail	Rental Motor Vehicle	Personal Motor Vehicle	Taxi	Other Transport	Accommodation	Meals	Incidentals	Other	Total Trip Amount	Is the trip part of an Event?	Event Number (optional)					
<input type="checkbox"/>				<input type="checkbox"/>														<input type="checkbox"/>				

Comments	Expenditure Initiation approved by (Print)	<input type="text"/>	Recommended by	<input type="text"/>	Date	<input type="text"/>
	Signature	<input type="text"/>	Recommended by	<input type="text"/>	Date	<input type="text"/>
	Date	<input type="text"/>	Recommended by	<input type="text"/>	Date	<input type="text"/>

Solicitation No. - N° de l'invitation
30002622

Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.

File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX " C " – INSURANCE REQUIREMENTS

C1. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defense costs.
2. 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.
3. The following endorsement must be included:

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.

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

ANNEX " D " – STANDING OFFER REPORTING – USAGE REPORT

Please e-mail reports regarding the current Standing Offer to:

(to be inserted at Standing Offer award)

Email: _____

Cc: _____

Offeror: _____

Standing Offer number: _____

Reporting Period: from _____ to _____

Total Value to this day (\$): _____ CAD

Total Value for the reference period (\$): _____ CAD

<u>Call-Up Number</u>	<u>Date of Call- Up</u>	<u>Call-Up Value</u>

Signature: _____ Date (YYYY-MM-DD): _____

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

ANNEX " E " – EVALUATION CRITERIA

1. Mandatory Criteria

Failure to meet the mandatory requirements will render the offer as non-responsive and no further evaluation will be carried out.

Offers will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offerors' Offers must clearly demonstrate that they meet all Mandatory Requirements for the offer to be considered for further evaluation.

The experience of the Offeror must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

The experience of the Offeror must be clearly identified by providing:

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year); and
- A detailed outline of the services provided

The Offeror must include the following table in their offer, indicating that their offer meets the mandatory criteria, and providing the offer page number or section that contains information to verify that the criteria has been met.

No.	MANDATORY CRITERIA	Criteria Met/ Not Met	Cross-Reference to Proposal
M1	<p><u>Corporate Information</u></p> <p>The Offeror must include a Company Profile in their offer. This must include the following information:</p> <ol style="list-style-type: none">The full legal name of the entity submitting the Proposal (if the Offeror is submitting as a joint venture this must be provided for all members);The number of years that the Offeror has been in business (if the Offeror is submitting as a joint venture this must be provided for all members); andIndicate the address(es) of its base(s) of operations, including the postal code(s).A written description (approximately 1000 words) indicating the Offeror's experience in the provision of services specifically relating to those detailed in Annex A.		

<p>M2</p>	<p><u>Language Capabilities</u></p> <p>Depending on geographic location, the ability to work in another official language(s) may be required. The Offeror must indicate in their submission in which languages (English and/or French and/or Inuit languages) the Company can offer the scope of services listed in Annex A. The specific resources that can deliver these services do not have to be part of the proposed team for the RFSO.</p> <p>Note: For this requirement, the capacity to work in just one language will NOT result in disqualification from the process as language requirements will be dictated on a case-by-case basis and is influenced by location in the country. It is only mandatory to indicate your capacity in the proposal for later consideration based on specific project needs.</p> <p>To demonstrate this, Table 1 found at Appendix 1 to Annex “E” must be completed.</p>		
<p>M3</p>	<p><u>Relevant Experience</u></p> <p>The Offeror must provide specific project summaries which demonstrate the breadth, depth and technical expertise of the company and its core resource team relevant to the services, tasks and activities detailed in Annex A.</p> <p>A minimum of 1 project summary per service offering (Annex A) must be included but no more than a total of 10 project summaries will be considered.</p> <p>Projects cited must include the following:</p> <ul style="list-style-type: none"> • Project Name; • Name and contact information of the client and/or Project Authority; • Duration of the project (months); • Total value of the project (CAD); • The service offerings (Annex A) the project summary is relevant too; • Names and roles of the resources listed in this RFSO (a minimum of 1 RFSO resource needs to be identified per project summary); • Description of the project, the scope of services and the expertise leveraged, relevant to the SOW. <p>Note: A Project Summary Template is included in Appendix 2 to Annex “E”; however, Offerors are not required to use this format. It is the Offeror’s responsibility to ensure all required project</p>		

	<p>information can be easily identified within the Project Summary.</p> <p>The service offerings specifically include:</p> <ul style="list-style-type: none">• Expert Advice Services• Scientific Support Services• Scientific Reporting and Communications• Operationalization of Scientific Knowledge• Research, Study and/or Data Collection/Monitoring Program Planning and Support Services		
M4	<p><u>Resource Acoustic Expertise</u></p> <p>The Offeror must propose a resource team comprised of the following Resource Categories:</p> <ul style="list-style-type: none">a) Senior Scientistb) Project Managerc) Senior Technical Expertd) Intermediate Technical Specialist <p>The Offeror must include the Rated Criteria Grid (R1 to R20) for each proposed resource. Within the Rated Criteria Grid, project personnel must be identified and designated as one (1) of the resource categories listed above. Each resource on the Offeror's proposed team may only be designated in one (1) category. A minimum of 1 resource must be proposed per category. A maximum of 12 total resources will be evaluated.</p> <p>A CV must also be included within the proposal , demonstrating the resources' capability, capacity and expertise to provide the range of services described in Annex A. Each CV must clearly identify:</p> <ul style="list-style-type: none">a) The personnel's education background, years of experience, their number of years with the company, and their location of employment;b) Their relevant experience (with dates) including the role played by the individual;c) Professional accredited and technical publications related to the provision of services identified in Annex A; andd) Accomplishments, achievements and awards. <p>Note: Copies of diplomas/degrees must be provided in support of the evaluation process. Reference Degree availability - Transcripts and/or certificates of completion will be accepted.</p>		

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

2. Rated Criteria

The Offeror must demonstrate that they have an experienced Acoustic Project Team with the capability, capacity and expertise to provide the full range of services in each area listed in the SOW.

The following Rated Criteria Grid (R1 to R20) for each identified resource (see M4 above) will be used to evaluate this criteria. The Offeror is free to use the format of their choice (Proposal text, CVs, Project Summaries, Resource Profiles, etc.) to demonstrate their experience. A Project Summary Template and a Resource Profile Template are included in Appendix 2 to Annex "E"; however, the offeror is not required to use these formats. It is the offeror's responsibility to ensure that the cross-references listed in the Rated Criteria Grid can be used to substantiate and evaluate the demonstrated experience (breadth and depth of project experience, scope of services, and specific roles) of each resource.

A minimum of 1 resource must be proposed per category. A maximum of 12 total resources will be evaluated. The following Rated Criteria Grid must be completed for each proposed resource and submitted as part of the offer. It must cross reference where in the offer the substantiation of the information can be found.

All Projects referenced (for each resource) must include a minimum of the following:

- Name of the client and/or Project Authority the service was provided to;
- Start and finish date of project (month and year) or total duration (months);
- Succinct description of the project, the scope of services and the specific role of the resource, as it aligns with the SOW (Annex A)

Each resource (up to the maximum of 12) will be evaluated individually. The combined average score for each resource category will then be used for the evaluation score. For example, if 3 Senior Scientists are proposed within the RFSO team, the combined average score (out of a total of 30 points) will be used for the purposes of the evaluation.

No.	Resource Rated Criteria	Score	Cross-reference to Offer
Senior Project Manager Resource Name: _____			
R1	Proposed resource has an educational background relevant to the role of a Senior Project Manager. 1 point :Business diploma or degree and/or a professional degree with a Professional Certification or License (e.g., P. Eng, RPBio) 1 point :Project Management Professional designation	<u> </u> /2 (Min: 1 Point)	

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

R2	Proposed resource has more than 10 years of experience as a Project Manager.	__/2	
R3	<p>Proposed resource has demonstrated experience being a Project Manager in the field of Marine Acoustics. To demonstrate this criterion, proposed resource should provide up to a maximum of eight (8) distinct projects that addresses at least 3 of the following service offerings:</p> <ul style="list-style-type: none"> a) Expert Advice Services b) Scientific Support Services c) Scientific Reporting and Communication Knowledge d) Operationalization of Scientific Knowledge e) Research Planning and Support Services <p>1 point: Per distinct project (to a maximum of 8 projects)</p>	<p>__/8 (Min: 4 Points)</p>	
R4	<p>Proposed resource has experience managing multi-disciplinary teams of varying scales and complexities. To demonstrate this criterion, proposed resource should provide a maximum of five (5) projects.</p> <p>Note: The same project(s) referenced for other criteria can also be used for this criteria. 2 points: Per each project (to a maximum of 5 projects)</p>	<p>__/10 (Min: 6 Points)</p>	
R5	<p>Proposed resource demonstrates specialized training and/or certification related to managing marine underwater noise</p> <p>1 point: Per training, course and/or certification related to managing marine underwater noise.</p>	<p>__/4 (Min: 1 Point)</p>	
Total Possible Score – Senior Project Manager : __/26 (Minimum score : 14 Points)			
<p>Senior Technical Specialist Resource Name: _____</p>			
R6	<p>Proposed resource has an educational background relevant to the role of a Senior Technical Acoustic Specialist</p> <p>1 point: Diploma or Bachelors degree in Science or Natural Resource</p>	<p>__/3 (Min: 1 Point)</p>	

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

	<p>Management</p> <p>1 point: Masters or Doctorate in Science or Natural Resource Management</p> <p>1 point: Specialized training and/or Professional Certification or License (e.g., P. Eng, RPBio)</p>		
R7	<p>Proposed resource has more than 10 years of experience as a Senior Technical Acoustic Specialist.</p>	<p>___/3</p>	
R8	<p>Proposed resource has significant, demonstrated experience being a Senior Technical Acoustic Specialist.</p> <p>To demonstrate this criterion, proposed resource should provide to a maximum of fifteen (15) distinct projects that addresses each of the following service offerings:</p> <ul style="list-style-type: none"> a) Expert Advise Services b) Scientific Support Services c) Scientific Reporting and Communication Knowledge d) Operationalization of Scientific Knowledge e) Research Planning and Support Services <p>Note: A single project may demonstrate experience with one or more service offerings. A minimum of 1 project must be referenced for each service offering.</p> <p>1 point: Per distinct service offerings</p>	<p>___/15 (Min: 5 Points)</p>	
R9	<p>Proposed resource has experience working as part of a multi-disciplinary team. To demonstrate this criterion, proposed resource should provide a maximum of three (3) projects.</p> <p>Note: The same project(s) referenced for other criteria can also be used for this criteria.</p> <p>2 points: Per project (to a maximum of 3 projects)</p>	<p>___/6 (Min: 4 Points)</p>	
R10	<p>Proposed resource demonstrates specialized training and/or certification related to understanding and/or management of underwater noise and/or experience as a Technical Specialist for a project related to management of underwater noise.</p> <p>1 point: Per course, training and/ or certification related to understanding</p>	<p>___/4 (Min: 1 Points)</p>	

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

	and/or management of underwater noise and/or experience as a Technical Specialist for a project related to management of underwater noise.		
Total Possible Score – Senior Technical Acoustic Specialist : ___/31 (Minimum score : 14 Points)			
Intermediate Technical Acoustic Specialist			
Resource Name: _____			
R11	Proposed resource has an educational background relevant to the role of an Intermediate Technical Acoustic Specialist 1 point: Diploma or Bachelors degree in Science or Natural Resource Management 1 point: Masters or Doctorate Science or Natural Resource Management 1 point: Specialized training and/or Professional Certification or License (e.g., P. Eng, RPBio)	___/3 (Min: 1 Points)	
R12	Proposed resource has more than 5 years of experience as an Intermediate Technical Acoustic Specialist.	___/2	
R13	Proposed resource has experience supporting projects that address at least 2 of the following in the field of Marine Acoustics: a) Expert Advise Services b) Scientific Support Services c) Scientific Reporting and Communication Knowledge d) Operationalization of Scientific Knowledge e) Research Planning and Support Services Note: A single project may be used to demonstrate experience with one or more service offerings. 1 point: Per service offerings	___/5 (Min: 3 Points)	
R14	Proposed resource has experience working as part of a multi-disciplinary teams. To demonstrate this, the resource must provide two (2) projects.	___/4 (Min: 2 Points)	

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

	<p>Note: The same project(s) referenced for other criteria can also be used for this criteria. 2 points: Per project (to a maximum of 2 projects)</p>		
R15	<p>Proposed resource demonstrates specialized training and/or certification related to understanding and/or management of marine underwater noise and/or experience supporting a project related to understanding and/or management of marine underwater noise.</p> <p>1 point: Per course, training and /or certification related to management of marine underwater noise and/or experience supporting a project related to management of marine underwater noise.</p> <p>Note: The same project(s) referenced for other criteria can also be used for this criteria.</p>	<p><u> </u>/4 (Min: 1 Points)</p>	
Total Possible Score – Intermediate Technical Acoustic Specialist: <u> </u>/18 (Minimum score : 9 Points)			
Senior Acoustic Scientist			
Resource Name: _____			
R16	<p>Proposed resource has an educational background relevant to the role of a Senior Acoustic Scientist.</p> <p>1 point: Masters degree in Science or Natural Resource Management 1 point : Doctorate in Science or Natural Resource Management 1 point: Specialized training and/or Professional Certification or License</p>	<p><u> </u>/3 (Min: 1 Point)</p>	
R17	<p>Proposed resource has more than 5 years of experience as a Senior Acoustic Scientist.</p>	<p><u> </u>/2</p>	
R18	<p>Proposed resource has experience supporting projects that address at least 2 of the following:</p> <ul style="list-style-type: none"> a) Expert Advise Services b) Scientific Support Services c) Scientific Reporting and Communication Knowledge d) Operationalization of Scientific Knowledge 	<p><u> </u>/5 (Min: 3 Points)</p>	

	<p>e) Research Planning and Support Services</p> <p>Note: A single project may be used to demonstrate experience with one or more service offerings.</p> <p>1 point: Per service offerings</p>		
R19	<p>Proposed resource has experience working as part of multi-disciplinary teams.</p> <p>Note: The same project(s) referenced for other criteria can also be used for this criteria.</p> <p>2 points: Per project (to a maximum of 2 projects)</p>	<p>___/4 (Min: 2 Points)</p>	
R20	<p>Proposed resource demonstrates specialized training and/or certification related to understanding and/or managing marine underwater noise and/or experience supporting a project related to understanding and/or managing marine underwater noise.</p> <p>Note: The same project(s) referenced for other criteria can also be used for this criteria.</p> <p>1 point: Per course, training and/or certification related to understanding and/or managing marine underwater noise and/or experience supporting a project related to understanding and/or managing marine underwater noise.</p>	<p>___/4 (Min: 1 Points)</p>	
<p>Total Possible Score – Senior Acoustic Scientist : ___/18 (Minimum score : 9 Points)</p>			
<p>CORPORATE EVALUATION</p>			
R21	<p>Experience in Management of Marine Underwater Noise</p> <p>The Offeror may provide up to 10 additional project examples (describing their role, experience and range of services provided), specifically in support of a <u>marine underwater noise management related project</u>. In the context of DFO's interests for this Standing Offer, marine underwater noise from ship-sourced noise (eg. propellers, onboard generators, sonar), marine construction sourced noise (eg. dredging, pile driving, blasting) or resource exploration and development activities (eg. seismic testing and drilling). are of primary interest; however, any marine underwater noise</p>	<p>___/100</p>	

Solicitation No. - N° de l'invitation
 30002622
 Client Ref. No. - N° de réf. du client
 30002622

Amd. No. - N° de la modif.
 File No. - N° du dossier
 4600000XXX

Buyer ID - Id de l'acheteur
 CCC No./N° CCC - FMS No./N° VME

	<p>related experience will be considered.</p> <p>Experience will be evaluated as follows:</p> <ul style="list-style-type: none"> • Experience supporting development of marine underwater noise evaluation, mitigation, monitoring, or management plans (2 pts) • Experience providing advice related to management of underwater noise from ships, marine construction, or resource exploration and development activities (3 pts) • Experience undertaking one or more of the service offerings, directly related to managing marine underwater noise (3 pts) • Direct involvement (in the above) from at least 1 of the core proposed project team members (2 pts) <p>10 points: Per project</p>		
R22	<p>Language Capabilities</p> <p>Depending on geographic location, the ability to work in either French or Inuit language(s) may be required. The Offeror should indicate in their submission if they are capable of communicating in either of these languages.</p> <p>To demonstrate this, Table 1 found at Appendix 1 to Annex "E" must be completed.</p> <p>2 points: Per language -Basic 5 points: Per language- Intermediate 10 points: Per language- Advanced</p>	___/20	
Total Possible Score – Corporation : ___/120 (Minimum score : 70 Points)			
TOTAL RATED CRITERIA EVALUATED SCORE: (Minimum points : 108)			___/222

APPENDIX 1 to ANNEX "E"

Instructions:

Offerors are to complete the applicable fields in Table 1.

- a. **Table 1 Corporate Official Language Capabilities** must be completed in order to meet Mandatory Criteria M2 and should be used to receive points for Rated Criteria R22.
- b. **Table 2 Language Proficiency Profiles** must be used by offerors as the Language proficiency grid to assess their language capabilities for **Table 1 Corporate Official Language Capabilities**.

1. MANDATORY CRITERIA M2 and RATED CRITERIA R22

Table 1: Corporate Official Language Capabilities

English			French			Inuit Language		
Basic	Intermediate	Advanced	Basic	Intermediate	Advanced	Basic	Intermediate	Advanced
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. LANGUAGE PROFICIENCY GRID

Table 2: Language Proficiency Profiles

	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit

	<p>report on actions taken;</p> <ul style="list-style-type: none"> • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	<p>most work-related texts;</p> <ul style="list-style-type: none"> • identify specific details; and • distinguish main from subsidiary ideas. 	<p>information on work-related topics since they have sufficient mastery of grammar and vocabulary.</p>
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

APPENDIX 2 to ANNEX "E"

Optional Templates:

Table 1: Project Summary Template

Project Summary Number		Project Name	
Client and/or Project Authority and Contact Details			
Relevant Service Offering Highlighted (Select only the most relevant)	<input type="checkbox"/> Expert Advice <input type="checkbox"/> Operationalization of Science <input type="checkbox"/> Scientific Support <input type="checkbox"/> Research Planning/Support <input type="checkbox"/> Reporting and Communications		
Total Project Value (CAD)		Project Duration (Months)	
List of Participating Resources	[Bulleed list of RFSO listed resources that supported this project and their function/role]		
Scope of Disciplines Involved	[Bulleed list recommended]		
Project Summary			
[Brief description of the project, the scope of services provided and the expertise leveraged, relevant to the service offerings. Can also include a highlight of the roles, responsibilities and expertise of the RFSO listed resources to support the resource evaluation]			

All project summary sheets should be a maximum of 2 pages in length. Alternative formats can be used; however, it is the Offeror's responsibility to ensure all this information is clearly presented.

Table 2: Resource Profile Summary

Resource Name		
Resource Category	<input type="checkbox"/> Senior Project Manager <input type="checkbox"/> Intermediate Technical Specialist <input type="checkbox"/> Senior Technical Expert <input type="checkbox"/> Senior Scientist	
Educational Background	Diploma	
	Bachelors	
	Masters	
	Doctorate	
	Certification / Other	
Specialized Experience / Training Related to Environmental Incidents	[Bulleted list recommended]	
Years of Professional Experience	[Total number of years <u>and</u> specifically, number of years in function proposed for this RFSO]	
Experience with Multi-disciplinary Teams	[Brief summary of experience and roles. Cross-reference to projects described in the proposal and/or CV recommended]	
Highlight of Relevant Experience		
[Brief description of experience with the proposed service offerings. Cross-reference to projects described in the proposals and/or CV recommended]		

ANNEX “ F ” – FINANCIAL PROPOSAL

1. GENERAL INSTRUCTIONS

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in firm hourly rates will not be permitted during the Standing Offer period.

The inclusion of volumetric data in this document is presented for **evaluation purposes only** during the tender process and does not represent a commitment by Canada that Canada’s future usage of the services described will be consistent with this data.

Customs duties are included, and Applicable Taxes are extra.

2. FIRM HOURLY RATES

Firm hourly rates must include all applicable fees required for conducting the work, excluding travel and living expenses. If no rates are proposed for Option Periods 1 to 4, the rates provided for the Initial SO Period will be applied to the Option Period(s).

Proposed Resource Category	Year 1: Date of SO issuance to March 31, 2024	Year 2: April 01, 2024 to March 31, 2025	Year 3: April 01, 2025 to March 31, 2026	Year 4: April 01, 2026 to March 31, 2027	Year 5: April 01, 2027 to March 31, 2028	Average Firm Hourly Rate	Weight factor	Weighted average rate (CAD\$)
Senior Project Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	0.15	\$ _____
Senior Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	0.10	\$ _____
Senior Technical Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	0.40	\$ _____

Solicitation No. - N° de l'invitation
30002622
Client Ref. No. - N° de réf. du client
30002622

Amd. No. - N° de la modif.
File No. - N° du dossier
4600000XXX

Buyer ID - Id de l'acheteur
XXXXXX
CCC No./N° CCC - FMS No./N° VME

Intermediate Technical Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	0.35	\$ _____
For Evaluation Purposes - SUM WEIGHTED AVERAGE RATE (excluding taxes)								\$ _____