



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches  
et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

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**REQUEST FOR STANDING  
OFFERS DEMANDE  
D'OFFRES À COMMANDES**

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).

<b>Title / Titre</b> Development of technical Standards and Codes of Practice applied to the implementation of projects in and around water.		<b>Date</b> February 2 <sup>nd</sup> , 2024
<b>Solicitation No. / N° de l'invitation</b> 30004442		
<b>Client Reference No. / No. de référence du client(e)</b> 30004442		
Solicitation Closes / L'invitation prend fin At /à :  2 :00 PM  EST (Eastern Standard Time / HNE (Heure Normale de l'Est)  On / le : February 28 <sup>th</sup> , 2024		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Cal LaKing, Senior Contracting Officer  <b>Email / Courriel:</b> DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>		
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		



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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, Standing Offer Reporting and Evaluation criteria.

### **1.2 Summary**

The Request for Standing Offers (RFSO) is to establish up to three (3) National 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.

The SOs will assist the department in producing finalized Standards (Code of Practice, protocol, guideline or procedure) for publication. The intent is to develop Standards for one or more of the following management measures to manage the risks to fish and fish habitat from works undertakings and activities:

- (a) Fish screens for water intakes
- (b) Land-based erosion and sediment control
- (c) Establishing and maintaining functional riparian zones
- (d) Fish capture and relocation
- (e) Bypass or diversion channels for fish passage



- (f) Stream corridor and water body restoration
- (g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting) and,
- (h) Other future proposed technical Standards.

The period for making call-ups against the Standing Offer will be from date of issuance to March 31<sup>st</sup>, 2029.

### **1.3 Security Requirements**

There is no security requirements associated with this Standing Offer Agreement. The Company working under this Standing Offer Agreement must not be given access to sensitive information or assets, and must be escorted at all times while on DFO premises.

### **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 Trade Agreements**

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



## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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](#) (2023-06-08) 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 (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC 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 15 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 Ontario.

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.

## 2.6 Technical Difficulties of Offer Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the offer by the deadline, Canada may nonetheless accept the entirety of the offer received after solicitation closing date and time, provided that the Offeror can demonstrate the following:

- i. The Offeror contacted Canada in advance of the solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the offer documentation clearly indicate that all components of the offer were prepared in advance of the solicitation closing date and time.

## Completeness of the Offer

After the closing date and time of this solicitation, Canada will examine the offer to determine completeness. The review for offer completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the offer meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.



**Completeness of the Offer Checklist**

Offers will be reviewed and deemed to be complete when the following elements have been submitted by the Offeror:

<b>Complete (Y/N)</b>	<b>Action Taken</b>
	Certifications and securities required at solicitation closing are included.
	Offers are properly signed, that the Offeror is properly identified.
	Acceptance of the terms and conditions of the solicitation and resulting offer.
	All documents created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.





## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

**Section I: Technical Offer** (one soft copy in PDF format)

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

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

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

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

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

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.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.



**Section I: Technical Offer**

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

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3

**3.1.1 Exchange Rate Fluctuation**

**C3011T** (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.



### Attachment 1 to Part 3 – Pricing Schedule

The Offeror must complete this pricing schedule and include it in its financial offer.

The volumetric data included in this pricing schedule are provided for offer evaluated price determination purposes only. They are not to be considered as a guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the solicitation will be consistent with this data.

Under any resulting Standing Offer, Canada will not accept travel and living expenses that may need to be incurred by the Offeror for any relocation of resources required to satisfy its contractual obligations.

#### Definition of a Day/Proration

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

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

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

An example table has been provided:

**EXAMPLE FINANCIAL OFFER TABLE**

Description	Estimated Quantity (hours)	Fixed hourly Rates					$(i) \times [(ii) + (iii) + (iv) + (v) + (vi)] =$ <b>Total</b>
		Issuance to March 31 <sup>st</sup> , 2025	April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026	April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027	April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	April 1 <sup>st</sup> , 2028 to March 31 <sup>st</sup> , 2029	
		(i)	(ii)	(iii)	(iv)	(v)	
EXAMPLE 1 (resource category)	10 per period	\$ 10	\$ 15	\$ 20	\$ 25	\$ 30	\$ 1000
EXAMPLE 2 (resource category)	20 per period	\$ 15	\$ 20	\$ 25	\$ 30	\$ 35	\$ 2500
<b>EXAMPLE - Total combined price for evaluation purposes (taxes extra)</b>							<b>\$ 3500</b>



**Professional Fees:**

The Offeror will be paid all-inclusive fixed time rates as follows:

(to be completed by the Offeror)

Description	Estimated Quantity (hours)	Fixed Hourly Rates					$(i) \times [(ii) + (iii) + (iv) + (v) + (vi)] =$ <b>Total</b>
		Issuance to March 31st, 2025	April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026	April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027	April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	April 1 <sup>st</sup> , 2028 to March 31 <sup>st</sup> , 2029	
		(i)	(ii)	(iii)	(iv)	(v)	
Lead Scientist Name: _____	85 per period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Scientist Name: _____	20 per period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Personnel Name(s): _____	70 per period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Administrative Support Personnel Name(s): _____	10 per period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total combined price for evaluation purposes (taxes extra)</b>							\$ _____



## **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**

Attached at Annex D

##### **4.1.1.2 Point Rated Technical Criteria**

Attached at Annex D

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

- 4.2.1** The three (3) highest ranking responsive offers will be recommended for issuance of Standing Offers.

#### **4.2.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 80 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 300 points.
2. Offers not meeting (choose (a) or (b) or (c) and (d)) 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 offer 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 offer will be prorated against the lowest evaluated price and the ratio of 30 %
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.



- Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer 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 (3) offers are responsive and the selection of the Offeror is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Offeror 1</b>	<b>Offeror 2</b>	<b>Offeror 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Offer Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>



## **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 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Status and Availability of Resources

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

#### 5.2.3.2 Education and Experience

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

#### 5.2.3.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

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

#### 5.2.3.4 List of Names for Integrity Verification Form

Offeror's must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

#### 5.2.3.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary](#)





Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

Yes ( ) No ( )

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

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

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

---

Signature

---

Print Name of Signatory



## ATTACHMENT 1 TO PART 5

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the [\*Ineligibility and Suspension Policy\*](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

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

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

### **6.2 Insurance Requirements – No Specific Requirements**

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



## **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**

No Security Requirement, **escort required at DFO site(s)**

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

#### **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 entitled ANNEX "C" STANDING OFFER REPORT. 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 quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30



- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 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<sup>st</sup>, 2029.

**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.

**7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Cal LaKing  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Address: 301 Bishop Drive Fredericton, NB E3C 2M6  
 Telephone: 506-478-3581  
 E-mail address: [Cal.LaKing@dfo-mpo.gc.ca](mailto:Cal.LaKing@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, the Standing Offer Authority 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 provided at standing offer issuance)***

The Departmental Representative for the Standing Offer is:

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



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

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

### **7.5.3 Offeror's Representative *(to be provided at standing offer issuance)***

## **7.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: members of Fish and Fish Habitat Protection Program (FFHPP) within DFO.

## **7.7 Call-up Procedures**

### **7.7.1**

Call-ups will be issued on a proportional basis. The ranking and percentages for the call-ups are:

If Three (3) SOs are issued:

1. Highest Ranked Offeror: 50%
2. 2nd-Highest Ranked Offeror: 30%
3. 3rd-Highest Ranked Offeror: 20%

If Two (2) SOs are issued:

1. Highest Ranked Offeror: 60%
2. 2nd-Highest Ranked Offeror: 40%

If One (1) SO is issued:

Highest Ranked Offeror: 100%

### **7.7.2**

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

#### **7.7.2.1**

The Project Authority will provide the Offeror with the following information:

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

#### **7.7.2.2**

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

#### **7.7.2.3**

The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work



until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

#### 7.7.2.4

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

### 7.8 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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

### 7.9 Limitation of Call-ups

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

### 7.10 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 general conditions [2010B](#) (2022-12-01), General conditions: Professional services (medium complexity)



- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (to be provided at standing offer issuance).

## 7.11 Certifications and Additional Information

### 7.11.1 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.

### 7.11.2 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources - Offer

## 7.12 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 \_\_\_\_\_ (to be provided at standing offer issuance).

## 7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.





## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 7.2.2 Subsection 10 of 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21) , Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca). 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 Contact Name (DFO employee who initiated the order or to whom the goods were sent. **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.

### 7.2.3 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 period of the Contract is in accordance with the call-up against the Standing Offer.

### 7.3.2 Delivery Date

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

## 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.5 Payment

### 7.5.1 Basis of Payment

The Contractor will be paid a fixed unit rates as per Annex B, for work performed in accordance with the Statement of Work in Annex A.

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be provided at time of call-up)*. Customs duties are included and applicable taxes are extra.

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,

when it is 75% committed; or  
four months before the Contract expiry date; or  
as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work, whichever comes first.

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.



## 7.5.2 Electronic Payment of Invoices – Call-up

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

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

## 7.5.3 Method of Payment

The following methods of payment will apply:

1. SACC *Manual* clause [H1000C](#) (2008-05-12), Single Payment
2. SACC *Manual* clause [H1008C](#) (2008-05-12), Monthly Payment

## 7.6 Invoicing Instructions

**7.6.1** The Contractor must submit invoices in accordance with subsection 7.2.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

**7.6.2** Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at:

- [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)
- Project Authority (to be provided at standing offer issuance)
- Administrative assistant (to be provided at standing offer issuance) and provides the required information as stated in subsection 7.6.1 above.

**7.6.3** Each invoice must be supported by a copy of time sheets to support the time claimed.

## 7.7 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## 7.8 Dispute Resolution

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



## ANNEX "A" STATEMENT OF WORK

### 1. Title

Development of technical Standards and Codes of Practice applied to the implementation of projects in and around water.

### 2. Background

The *Fisheries Act* (subsection 34.2) allows the Minister to establish Standards and Codes of Practice to:

1. Avoid the death of fish and the harmful alteration, disruption or destruction of fish habitat;
2. Conserve and protect fish and fish habitat; and
3. Prevent pollution

Standards and Codes of Practice can specify procedures, practices or standards in relation to works, undertakings and activities. These procedures, practices and standards can apply to all phases of the works, undertakings and activities, including construction, operation, modification, decommissioning or abandonment. The Minister may consult with provincial governments, Indigenous governing bodies, other government departments/agencies and individuals interested in the protection of fish and fish habitat. Standards and Codes of Practice will be published and made available to the public upon finalization.

The Fish and Fish Habitat Protection Program (FFHPP) of Fisheries and Oceans Canada (DFO) has conducted engagement on several Interim Codes of Practice. Feedback received through the engagement process supports the intent to increase the scope of activities to develop more Codes of Practices and Standards, and to convert some Codes of Practice to technical Standards. The objective of this standing offer is to engage the required expertise to advance this work.

### 3. Objectives

DFO's main objective is to enter into up to three (3) Standing Offer Agreements (SOAs). The SOAs will assist the department in producing finalized Standards<sup>1</sup> for publication. The intent is to develop Standards for one or more of the following management measures to manage the risks to fish and fish habitat from works undertakings and activities:

- (a) Fish screens for water intakes
- (b) Land-based erosion and sediment control
- (c) Establishing and maintaining functional riparian zones
- (d) Fish capture and relocation
- (e) Bypass or diversion channels for fish passage
- (f) Stream corridor and water body restoration
- (g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting) and,
- (h) Other future proposed technical Standards.

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<sup>1</sup> The term 'Standard' will be used for the remainder of the document to describe the deliverable, but is interchangeable with Code of Practice, protocol, guideline or procedure depending on the deliverable to be developed.



#### 4. Scope

The purpose of this requirement is to acquire technical advisory services that will provide technical and subject matter expertise to support the Fish and Fish Habitat Protection Program in developing Standards, Codes of Practice, protocols, guidelines and procedures.

#### 5. Requirements

##### Tasks, Activities, Milestones and Deliverables

The process to develop Standards will include a review of existing documents related to the Standard to be developed by the Offeror, and may include interviews and meetings with other experts and review of scientific literature to compliment the expertise provided by the project team. The Offeror will then provide an initial draft Standard to DFO for comment. After integrating internal DFO comments, the Offeror will produce a second draft Standard that is suitable for external engagement. DFO will conduct engagement and consolidate comments and communicate required changes to the draft document for incorporation by the Offeror. A Standard suitable for publication will be provided as a third and final draft to DFO by the Offeror.

The Offeror call-up will include the following tasks that must be performed by the Offeror:

##### Task 1: Upon call-up

- Participate in a kick-off meeting with the DFO Project Team to discuss the objectives and requirements of the project including a schedule within 1 week of call-up issuance.
- Following the meeting, submit to DFO a list of requests for DFO documents and any other information or clarification required to inform the undertaking of subsequent tasks within the required schedule.

##### Task 2: Review of existing guidelines and standards and relevant scientific literature

- Review existing government standards or other guidelines and standards (e.g. industry guidance or international guidance) relevant to the Standard to be developed to determine their applicability.
- Review relevant scientific literature and conduct interviews with experts if appropriate.
- Draft a Comparison Table in MS Excel format of the existing guidance or standards reviewed, comparing the inclusion and exclusion of various elements that could be included in the DFO Standard.
- Develop recommendations on ways to refine and improve the existing guidance by leveraging the technical expertise of the Offeror's project team.

##### Task 3: Content development for first draft Standard

- Create a first draft Standard that considers:
  - current best practices and technical guidance on how to implement the management measures to achieve the expected outcomes.
  - options for tailoring management measures to the watercourse / water body, site conditions and nature and scale of the project conditions (e.g., soils, slope, gradient, weather, flows, current, water levels, time of year etc.) within which the standard can be applied.



- graphics that will improve understanding of the content of the standard.
- This draft must reference any materials compiled, interpreted, analyzed or synthesized with respect to current state of technical expertise respecting implementing the relevant measure(s) to manage risks to fish and fish habitat. This may include references and additional technical information not necessarily intended for inclusion in the final standard, but included for discussion and internal engagement.

**Task 4: Presentation of a first draft Standard to DFO (internal review)**

- Hold a meeting to present the first draft Standard to the DFO Project Authority and DFO Task Team.
- A copy of the first draft standard will be provided to DFO in MS Word format at the time of the presentation.

**Task 5: Incorporation of DFO comments and development of a second draft Standard for external engagement**

- Verbal and written input from DFO will be incorporated into the first draft Standard to produce a second draft Standard that is suitable for external engagement.
- Hold a second meeting to present the second draft Standard to the DFO Project Authority and DFO Task Team explaining how their input was incorporated.
- Create a Comment Table, in MS Excel format, outlining how all internal comments were addressed (including those that could not be addressed and the reason they could not be addressed) and provide this to DFO.

**Task 6: Preparation of the final Standard**

- Following DFO led external consultation on the Standard, hold a meeting with DFO to review and discuss the consolidated external comments.
- Make any required changes requested by DFO, and produce a final Standard that incorporates the changes resulting from external engagement.
- The Comment Table, in Microsoft Excel Format outlining how all internal and external comments were addressed will be updated and completed and provided to DFO in addition to the final standard.

**6. Schedule**

The Offeror must produce the agreed to deliverables and submit them according to a schedule agreed to and finalized as part of Task 1.

**7. Location of Work**

All work associated with the listed deliverables can be completed at the Offeror's location of choice. No travel or in-person meetings will be required. Presentations may take place using video conference.

**8. Security Requirements**

Information, correspondence and records of discussion will be considered unprotected but internal for the purpose of deliberation and discussion. Information may be transmitted via email and stored on local servers; however, they should not be posted, shared or discussed on or in public forums without the prior written consent of the DFO Project Authority.



## 9. Project Management Control Procedures

A specified individual will be identified as the Offeror's Project Manager. This individual will serve as the key point of contact for the Offeror and shall work with the DFO Project Authority. This individual will generally be responsible for:

- initiating the work upon project award and ensuring the necessary resources have been allocated;
- ensuring the defined scope of efforts is being adhered to and tracked, defined timelines/schedule 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 DFO Project Authority to ensure that necessary resources are being allocated.

One member from DFO will be assigned as the Project Authority for the Standing Offer. The DFO Project Authority will serve as the single point of contact for the Offeror. They will be responsible for:

- defining the scope of work;
- addressing and approving any changes in scope;
- 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).

## 10. Change Management Control Procedures

A request for a change in scope can be initiated by either the Offeror or the DFO Project Authority. 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 contract value 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.

## 11. Source of Acceptance

The Offeror will be deemed to have completed its delivery obligations when final comments have been integrated into the deliverables and accepted by the DFO Project Authority. All deliverables rendered under each Call-up are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy and completeness of all deliverables. Should the work or any portion thereof not be to the satisfaction of the Project Authority, the Contractor may be required to correct such work at the Contractor's expense.

## 12. Assumptions

The following assumptions have been made in defining this Statement of Work:

- a) Appropriately pre-qualified individuals will be selected for the project team;
- b) All meetings are proposed to take place remotely via videoconference using MS Teams, Zoom or another agreed to virtual video conference platform;
- c) The Offeror must prepare and distribute any necessary meeting summaries;



- d) DFO will provide the Offeror with any relevant internal reference documents to support the completion of the project;
- e) The Offeror must not share, distribute or otherwise use any of the internal reference materials provided to support the delivery of this project;
- f) DFO will engage a Task Team of regional DFO subject matter experts to provide input to the first draft Standard;
- g) DFO will provide two sets of consolidated resulting from engagement internally by DFO to the Offeror;
- h) DFO will lead all external engagement on the Standard;
- i) DFO will provide two sets of consolidated comments resulting from external engagement to the Offeror;
- j) The Offeror must provide DFO electronic copies of all referenced information sources (as appropriate);
- k) Deliverables will be prepared in English;
- l) The Offeror must provide all draft deliverables in MS Word, except the Comparison Table and Comment Table which will be provided in MS Excel. MS PowerPoint may be used for presentation purposes. The final copy of the Standard will be provided in both Microsoft Word and PDF;
- m) All deliverables will be provided in non-secured, source-file formats (including any graphics or embedded content);
- n) The Offeror will provide content editing, copy editing, proofreading and draft formatting of the final copy of the Standard before providing it to DFO;
- o) DFO will be responsible for any necessary translation costs; and,
- p) DFO will be responsible for the final formatting, approval and publication of the Standard (including professionally produced graphics) in both official languages.

### **13. Resource Requirements**

#### **Lead scientist**

This resource will serve as the project manager and will be responsible for all tasks listed in section 7. They will be expected to apply their significant experience in their field of expertise to ensure high quality scientifically and technically sound deliverables.

#### **Senior scientist**

This resource will serve as a senior reviewer, and may possess a complimentary level of experience and expertise as the lead scientist, providing support to the Lead Scientist in providing a high quality scientifically and technically sound final deliverable

#### **Project personnel**

This resource is expected to work closely with the lead scientist to hold meetings with DFO employees and other science experts (as required) throughout development of drafts. This resource will also have a key role in drafting of the required deliverables.





**Administrative support**

This person shall provide administrative support to the resource's project team as required.

**14. Language requirements**

All requirements for completion of the project will be provided in English.

The proposed resources should be fluent in English. Fluent is defined as advanced proficiency in oral, comprehension, and written communication as described in the table below

**Language Proficiency Grid**

Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li>give straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a</li> </ul>



		<ul style="list-style-type: none"> <li>• have a good comprehension of specialized or less familiar material.</li> </ul>	coherent manner.
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**15. Call-up Process (Selection of a Supplier Once the Standing Offer Agreements are in Place)**

The Supplier will be provided the scope of services by the Project Authority and will submit a proposal to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Supplier's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services.

**16. Applicable Documents and Glossary**

**Applicable Documents**

[Codes of practice \(dfo-mpo.gc.ca\)](http://dfo-mpo.gc.ca)

[Codes de pratique \(dfo-mpo.gc.ca\)](http://dfo-mpo.gc.ca)

**Glossary**

**Code of Practice:** A document that outlines best practices for managing risks to fish and fish habitat.

**Fish:** fin fish, shell fish, crustaceans, marine mammals and their life stages.

**Fish Habitat:** water frequented by fish and any other areas, on which fish depend directly or indirectly in order to carry out their life processes, including, spawning grounds, nursery, rearing, food supply and migration areas.

**Fish Screens:** Screens installed at water intakes to prevent entrainment and impingement of fish. Entrainment occurs when a fish drawn into a water intake cannot escape. Impingement occurs when a fish is held in contact with the intake screen and is unable to free itself.

**Functional Riparian Zone:** A riparian zone with features that support riparian functions (e.g. filtration, infiltration, erosion, isolation, shading, meandering, subsidization) and therefore contribute to the health of fish and fish habitat.

**Riparian Zone:** Area located between a water body's ordinary high water mark and upland area.

**Standard:** A document that specifies how to implement a mitigation measures to meet its objective to protect fish and fish habitat.

**Timing Windows:** a mitigation measure that defines periods in the year when a work, undertaking or activity can take place because the potential effects of that work on fish and fish habitat are reduced relative to other times of the year.

**Bypass or diversion channel for fish passage:** a temporary channel that conveys water and allows fish passage around an in-water isolated work area.



**ANNEX "B" BASIS OF PAYMENT**

**(to be completed at Standing Offer Issuance)**

**Professional Fees:**

The Offeror will be paid all-inclusive fixed time rates as follows. Customs duties are included and Applicable Taxes are extra.

Description	Fixed Hourly Rates				
	Issuance to March 31st, 2025	April 1st, 2025 to March 31st, 2026	April 1st, 2026 to March 31st, 2027	April 1st, 2027 to March 31st, 2028	April 1st, 2028 to March 31st, 2029
Lead Scientist Name: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Scientist Name: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Personnel Name(s): _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Administrative Support Personnel Name(s): _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**ANNEX "C" STANDING OFFER REPORT**

<b>Date of call-up</b>	<b>Project Authority</b>	<b>Items acquired/services provided</b>	<b>Work completion date</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>



**ANNEX “D” EVALUATION CRITERIA**

**Evaluation Instructions**

The experience of the Offeror must be clearly identified by providing a description of the previous projects/work experience and indicating when the work was carried out.

Offerors are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another reference project will only be counted once. For example, Project 1 timeframe is July 2009 to December 2009; Project 2 timeframe is October 2009 to January 2010; the total months of experience for these two project references is seven (7) months.

**The experience 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);**
- **A detailed outline of the services provided; and**
- **Contact name and email address to act as a reference if the project was completed in the last 5 years.**

To qualify as a reference project, the proposed resource must have been assigned for a minimum of six (6) weeks to the project.

**NOTE: Administrative support will not be rated.**

**Please note Offerors must complete the following tables and include with their offer submission.**

**NOTE:** Resource Categories Nos. 1 (Lead Scientist), Nos. 2 (Senior Scientist) and Nos. 3 (Project Personnel) are to be limited to a single person in each category. However, the offerors can propose multiple names for Resource Category 4 (Administrative Support Personnel).

**Tables A to D must be completed.**

**Mandatory Technical Criteria**

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>TABLE A</b>		
<b>No.</b>	<b>Mandatory Technical Criteria</b>	<b>Cross Reference to Offer Page No. (Offeror to complete)</b>
<b>MTC1</b>	<b>Resource Team</b> The Offeror must submit the names and CVs of	



**TABLE A**

No.	Mandatory Technical Criteria	Cross Reference to Offer Page No. (Offeror to complete)
	<p>its proposed resource team who will be performing the services over the course of the Standing Offer Agreement. The resource team must consist of the following four (4) resource categories:</p> <ol style="list-style-type: none"> <li>1. Lead Scientist</li> <li>2. Senior Scientist</li> <li>3. Project Personnel</li> <li>4. Administrative Support Personnel (not rated)</li> </ol>	
<b>MTC2</b>	<p><b>Corporate Experience</b></p> <p>The Offeror must demonstrate, using project descriptions, that it has <b>recent*</b> experience in either (i) design and implementation of technical measures to manage risks to fish and fish habitat or (ii) development of practices, protocols, standards, guidelines and/or, procedures used to manage risks to fish and fish habitat for a minimum of <b>four (4)</b> unrelated projects</p> <p>The projects (collectively) must relate to <b>two (2)</b> or more of the management measures (a – g) listed below:</p> <ol style="list-style-type: none"> <li>(a) Fish screens for water intakes</li> <li>(b) Land-based erosion and sediment control</li> <li>(c) Establishing and maintaining functional riparian zones</li> <li>(d) Fish capture and relocation</li> <li>(e) Bypass or diversion channels for fish passage</li> <li>(f) Stream corridor and water body restoration</li> <li>(g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting).</li> </ol> <p>Experience with a diversity of management measures to manage risks to fish and fish habitat should be emphasized.</p> <p>The projects must relate to meeting requirements of government laws, regulations, guidelines or policies.</p> <p><b>*Recent is defined as within the last eight (8) years of the solicitation closing date.</b></p>	



**TABLE A**

<b>No.</b>	<b>Mandatory Technical Criteria</b>	<b>Cross Reference to Offer Page No. (Offeror to complete)</b>
<b>MTC3</b>	The Offeror must provide proof* that the proposed Lead Scientist has a science degree from a recognized post-secondary institution.  <b>*Proof is defined as a copy of the degree</b>	
<b>MTC4</b>	The Offeror must demonstrate that their proposed Lead Scientist possesses a minimum of <b>ten (10) years</b> work experience within twenty (20) years from solicitation closing specializing in one or more of the following fields or other relevant related fields : fisheries biology, aquatic ecology, hydrology, fluvial geomorphology, stream channel construction and design, habitat restoration and/or acoustics.  <b>Submitted CV from MC1 must demonstrate 10 years experience.</b>	
<b>MTC5</b>	The Offeror must demonstrate that their proposed lead Scientist has conducted a minimum of <b>two (2) recent</b> projects involving either (i) design and implementation of technical measures to manage risks to fish and fish habitat, or (ii) development of practices, protocols, standards, guidelines and/or, procedures used to manage risks to fish and fish habitat  <b>**Recent is defined as within the last eight (8) years of the solicitation closing date.</b>	



**Point Rated Criteria:**

Offers that meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below. In order to qualify for the rating process, offers must respond to the following rated and must include the referenced Section / Page in the offer.

Offers must achieve an overall minimum score as specified in the tables below of the Rated Requirements, in order to be considered technically responsive. Offers which fail to attain the minimum score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

<b>TABLE B</b>				
<b>POINT RATED CRITERIA</b>				
<b>LEAD SCIENTIST</b>				
<b>PROPOSED RESOURCE NAME: _____</b>				
<b>No.</b>	<b>Rated Criteria</b>	<b>Max Points</b>	<b>Points Breakdown</b>	<b>Cross Reference to Offer Page No. (Offeror to complete)</b>
<b>R1</b>	<p><b>Experience developing measures to manage risks to fish and fish habitat</b></p> <p>The Offeror should demonstrate, using project descriptions, that the Proposed Resource has <b>recent*</b> experience in either (i) design and implementation of technical measures to manage risks to fish and fish habitat or (ii) development of practices, protocols, standards, guidelines and/or, procedures used to manage risks to fish and fish habitat for a minimum of <b>two (2)</b> unrelated projects</p> <p>The projects (collectively) must relate to <b>two (2)</b> or more of the management measures (a – g) listed below:</p> <p>(a) Fish screens for water intakes                      (b) Land-based erosion and sediment control                      (c) Establishing and maintaining functional riparian zones</p>	<b>100</b>	<p><b>Points will be awarded as follows:</b></p> <p>2 projects = 40 points                      3 projects = 60 points                      4 projects = 80 points                      5 projects or more = 100 points</p>	





	<p>(d) Fish capture and relocation (e) Bypass or diversion channels for fish passage (f) Stream corridor and water body restoration (g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting).</p> <p>Experience with a diversity of management measures to manage the risks to fish and fish habitat should be emphasized.</p> <p>The projects must relate to meeting requirements of government laws, regulations, guidelines or policies.</p> <p><b>*Recent is defined as within the last eight (8) years of the solicitation closing date.</b></p>			
<p><b>Total Evaluated Score: (Minimum points required: 40)</b></p>		<p><b>/100</b></p>		

TABLE C				
POINT RATED CRITERIA				
SENIOR SCIENTIST				
PROPOSED RESOURCE NAME: _____				
No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Offer Page No. (Offeror to complete)
R1	<p><b>Experience developing measures to manage risks to fish and fish habitat</b></p> <p>The Offeror should demonstrate, using project descriptions that the Proposed Resource has <b>recent*</b> experience in either (i) design and implementation of technical measures to manage risks to fish and fish habitat or (ii) development of practices, protocols, standards, guidelines and/or, procedures used to manage risks to fish</p>	100	<p><b>Points will be awarded as follows:</b></p> <p>1 project = 20 points 2 projects = 40 points 3 projects = 60 points 4 projects = 80 points 5 projects or more = 100 points</p>	



	<p>and fish habitat:</p> <p>The projects (collectively) must relate to <b>two (2)</b> or more of the management measures (a – g) listed below:</p> <ul style="list-style-type: none"> <li>(a) Fish screens for water intakes</li> <li>(b) Land-based erosion and sediment control</li> <li>(c) Establishing and maintaining functional riparian zones</li> <li>(d) Fish capture and relocation</li> <li>(e) Bypass or diversion channels for fish passage</li> <li>(f) Stream corridor and water body restoration</li> <li>(g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting).</li> </ul> <p>Experience with a diversity of management measures to manage risks to fish and fish habitat should be emphasized.</p> <p>The projects must relate to meeting requirements of government laws, regulations, guidelines or policies.</p> <p><b>*Recent is defined as within the last eight (8) years of the solicitation closing date.</b></p>			
	<p><b>Total Evaluated Score: (Minimum points required: 20):</b></p>	<p><b>/100</b></p>		



<b>TABLE D</b>				
<b>POINT RATED CRITERIA.</b>				
<b>PROJECT PERSONNEL</b>				
<b>PROPOSED RESOURCE NAME: _____</b>				
<b>No.</b>	<b>Rated Criteria</b>	<b>Max Points</b>	<b>Points Breakdown</b>	<b>Cross Reference to Offer Page No. (Offeror to complete)</b>
<b>R1</b>	<p><b>Experience developing measures to manage risks to fish and fish habitat</b></p> <p>The Offeror should demonstrate, using project descriptions that the Proposed Resource has <b>recent*</b> experience in either (i) design and implementation of technical measures to manage risks to fish and fish habitat or (ii) development of practices, protocols, standards, guidelines and/or, procedures used to manage risks to fish and fish habitat:</p> <p>The projects (collectively) must relate to <b>two (2)</b> or more of the management measures (a – g) listed below:</p> <ul style="list-style-type: none"> <li>(a) Fish screens for water intakes</li> <li>(b) Land-based erosion and sediment control</li> <li>(c) Establishing and maintaining functional riparian zones</li> <li>(d) Fish capture and relocation</li> <li>(e) Bypass or diversion channels for fish passage</li> <li>(f) Stream corridor and water body restoration</li> <li>(g) Managing underwater noise and energy (e.g. from pile driving, seismic, drilling, blasting).</li> </ul> <p>Experience with a diversity of management measures to manage risks to fish and fish</p>	<b>100</b>	<p><b>Points will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>1 project = 20 points</li> <li>2 projects = 40 points</li> <li>3 projects = 60 points</li> <li>4 projects = 80 points</li> <li>5 projects or more = 100 points</li> </ul>	



	<p>habitat should be emphasized.</p> <p>The projects must relate to meeting requirements of government laws, regulations, guidelines or policies.</p> <p><b>*Recent is defined as within the last eight (8) years of the solicitation closing date.</b></p>			
<p><b>Total Evaluated Score: (Minimum points required: 20):</b></p>		<p><b>/100</b></p>		

#	Description	Score
(i)	Table B – Lead Scientist score	/ 100
(ii)	Table C – Senior Scientist score	/ 100
(iii)	Table D - Project Personnel score	/ 100
(iv)	Overall Technical Score	/ 300