

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Cabot Place, Phase II
Box 4600
St. John's, NL
A1C 5T2
Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet DFO- Fishery Guardians	
Solicitation No. - N° de l'invitation F6145-130004/A	Date 2014-02-03
Client Reference No. - N° de référence du client F6145-130004	
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-031-6020	
File No. - N° de dossier XAQ-3-36157 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-03	
Time Zone Fuseau horaire Newfoundland Standard Time NST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baird, Janice	Buyer Id - Id de l'acheteur xaq031
Telephone No. - N° de téléphone (709) 772-2999 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS NAFC BLDG WHITE HILLS P.O.BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 6th Floor
Box 4600
St. John's, NL
A1C 5T2

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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List of Annexes:

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Annex "B"	Basis of Payment
Annex "C"	Security Requirements Check List
Annex "D"	Federal Contractors Program for Employment Equity - Certification
Annex "E"	Travel and Living Guidelines
Annex "F"	Evaluation Criteria
Annex "G"	Code of Conduct Certification

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Travel and Living, Evaluation Criteria and the Code of Conduct Certification.

2. Summary

Title: Fishery Guardian Services

Fisheries and Oceans Canada is mandated to conserve and protect fish and fish habitat of Canada. The contracted Fishery Guardian program is a key part of the Department's compliance strategy to protect inland fish stocks, in particular salmon, in the Newfoundland and Labrador Region. The work requires delivery of enforcement services and other functions to ensure compliance with salmonid conservation measures under the Fisheries Act and provincial Wildlife Act, various fisheries management plans, and Departmental policies.

Please refer to the Statement of Work attached as Annex for details. This statement of work describes the requirements of Service Suppliers for the delivery of an inland compliance program, including the requirements of Fishery Guardian Services and the Duties, Identification, Qualification, Training, and Designation of Fishery Guardian Supervisors and Fishery Guardians.

"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

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For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to a preference for Canadian goods and/or services.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification."

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: One hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

Former Public Servant - Competitive Requirements

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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces

or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;

-
- amount of lump sum payment;
 - rate of pay on which lump sum payment is based;
 - period of lump sum payment including start date, end date and number of weeks;
 - 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. *Canada will have the right to accept or reject any or all suggestions.*

7. Basis for Canada's Ownership of Intellectual Property

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The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical and Management Bid (four (4) hard copies)

Section II: Financial Bid (four (4) hard copies)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (completed and returned as part of the RFP document)

Please complete and return the RFP document with your bid, signed on page 1.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Management Bid

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In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

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Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"). The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number _____

City, Province, Territory / State _____

Postal Code / Zip Code _____

Country _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, financial, evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

Please refer to Annex F for details of the mandatory criteria and point rated technical and managerial evaluation criteria.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The successful bidder shall be financially viable and have sufficient working capital to cover operating costs for at least 8 weeks during the peak workload period. The bidder must provide details about sources of working capital for the above specified 8 weeks and provide a letter of credit from their financial institution attesting to the availability of adequate working capital.

It is mandatory to complete the Basis of Payment as written. No changes to this annex will be accepted.

SACC Manual Clause

A0220T (2013-04-25) Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection - Minimum Point Rating

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 75 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1050 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (*OR insert 2004, as applicable*). The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

2.1.1. SACC Manual Clause

A3050T	(2010-08-16)	Canadian Content Definition.
A3005T	(2010-08-16)	Status and Availability of Resources
A3010T	(2010-08-16)	Education and Experience

2.2 Workers Compensation

Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7-Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified below.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsiv.

2.1 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

(d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

2.2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) Below.

2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The Protection and Indemnity insurance policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

(c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(e) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
 Director Business Law Directorate,
 Quebec Regional Office (Ottawa),
 Department of Justice,

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284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2013-06-27) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safe-guarding at the level of PROTECTED B, issued by the Canadian Industrial Security Di-rectorate, Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or ap-proved by the Canadian Industrial Security Directorate (CISD), Public Works and Govern-ment Services Canada (PWGSC).

3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

-
- C;
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1, 2014 to March 31, 2016 *inclusive*.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two separate and additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
St. John's, NL

Telephone: 709-772-2999
Facsimile: 709-772-4603
E-mail address: janice.baird@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Department of Fisheries and Oceans

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

5.3 Contractor's Representative

Name: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

All Payments will be in accordance with the Basis of Payment at Annex B.

7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. *Customs duties are _____ (insert "included", "excluded" or "subject to exemption")* and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these

design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75 percent committed, or

- four (4) 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.

7.3 SACC Manual Clause

C0300C (2010-01-11) Cost Submission

C0711C (2008-05-12) Time Verification

A9117C (2007-11-30) T1204-Direct Request by Customer Department

Progress Payments

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to *90 percent of the amount claimed and approved by Canada if:*

- *an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;*

- the amount claimed is in accordance with the basis of payment;

- the total amount for all progress payments paid by Canada does not exceed *90 percent of the total amount to be paid under the Contract;*

- *all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.*

- The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

8. Invoicing Instructions - Progress Payment Claim

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- a copy of the monthly progress report.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9.3 SACC Manual Clauses

A0285C	(2007-05-25)	Workers Compensation
A3060C	(2008-05-12)	Canadian Content Certification

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)*

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007(2010-08-16) Canada to Own Intellectual Property in Foreground Information;
- (c) the general conditions 2035 (2013-06-27), Higer Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (h) the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award.", as clarified on _____ " or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).*

12. Insurance Requirements

Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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.

2.1 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

2.2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) Below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (e) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1,

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if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to

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pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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Annex A
Statement of Work

Distributed as an electronic attachment.

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**Annex B
Basis of Payment**

NOTE: DEPENDING ON THE AVAILABILITY OF FISCAL FUNDING, THE LENGTH OF THE PROGRAM MAY VARY FROM YEAR TO YEAR.

BASIS OF PAYMENT:

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales Tax extra and to be shown as a separate item on all claims for payment, in accordance with the following:

CONTRACT PERIOD: April 1, 2014 to March 31, 2016.

It is estimated that a 116,310 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: (the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors @ a firm hourly rate of \$_____ for an estimated 16,192 hours. Estimated: \$ _____

Seventy-nine (79) Fishery Guardians @ a firm hourly rate of \$_____ for an Estimated 100,118 hours. Estimated: \$ _____

Additional Coverage Overtime Ceiling: \$ 116,800.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by invoices and are subject to approval of the Project Authority. Ceiling \$ 43,002.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding rates attached as Annex D and subject to the approval of the Project Authority. Ceiling: \$ 490,500.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

OPTION PERIOD I: April 1, 2016 to March 31, 2017.

It is estimated that a 58,155 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: (the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors @ a firm hourly rate of \$_____ for an estimated 8,096 hours. Estimated: \$ _____

Seventy-nine (79) Fishery Guardians @ a firm hourly rate

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of \$ _____ for an Estimated 50,059 hours.
Additional Coverage Overtime

Estimated: \$ _____
Ceiling: \$ 58,400.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by invoices and are subject to approval of the Project Authority.

Ceiling \$ 21,501.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding rates attached as Annex D and subject to the approval of the Project Authority.

Ceiling: \$ 245,250.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

OPTION PERIOD II: April 1, 2017 to March 31, 2018.

It is estimated that a 58,155 hour program will run for this contract period. However, the Crown reserves the right to extend the number of hours beyond what is stated below at the same terms and conditions of the contract.

LABOUR: (the Labour rates herein incorporate all overhead costs)

Eleven (11) Guardian Supervisors @ a firm hourly rate of \$ _____ for an estimated 8,096 hours.

Estimated: \$ _____

Seventy-nine (79) Fishery Guardians @ a firm hourly rate of \$ _____ for an Estimated 50,059 hours.

Estimated: \$ _____

Additional Coverage Overtime

Ceiling: \$ 58,400.00

DIRECT CHARGES:

At actual laid down cost with no mark-up, supported by invoices and are subject to approval of the Project Authority.

Ceiling \$ 21,501.00

AUTHORIZED TRAVEL AND LIVING

At actual laid-down cost, with no mark-up, not exceeding rates attached as Annex D and subject to the approval of the Project Authority.

Ceiling: \$ 245,250.00

LIMITATION OF EXPENDITURE: \$ _____

ESTIMATED HST: \$ _____

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Annex C
Security Requirements Check List

To be distributed as an attachment.

Annex D Federal Contractors Program for Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

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

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EFFECTIVE: April 1, 2013

**Annex E
Travel and Living Guidelines**

TOTAL DAILY

<u>MEALS:</u>	Breakfast	\$15.65	15.65	
	Lunch	\$15.15	15.15	15.15
	<u>Dinner</u>	<u>\$41.75</u>	<u>---</u>	<u>41.75</u>
	<u>TOTALS</u>	<u>\$72.55</u>	<u>\$30.80</u>	<u>\$56.90</u>

INCIDENTAL EXPENSES - \$17.30 Note: includes telephone calls home

If the first and/or last day in travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim **\$17.30** for incidental expenses (private & commercial).

ACCOMMODATION - At Direct Cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives, etc., you may claim **\$50.00** for each occasion this accommodation is used.

TRANSPORTATION

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.

For local transportation, use public transit, airport buses, etc. where practical.

Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

Kilometre Rate:

Kilometrage rate payable for use of private vehicles: **52.5 cents/km**

Taxi fare: \$10.00 without receipt

Annex F
Mandatory Technical and Point Rated
Evaluation Criteria

MANDATORY CRITERIA

The following criteria is mandatory and must be met in order for the bidder's proposal to proceed to the point rated evaluation. The bidder must ensure that supporting documentation and information is provided to ensure a favorable assessment by the evaluation team. Failure to do so may deem the bidder's proposal non-responsive.

Part A: The Firm

I.) Demonstrate the firm is financially viable and has, or can access, sufficient capital to cover operating cost of the project for 8 consecutive weeks. This shall include a letter of credit from the firm's financial institution attesting to the availability of adequate working capital. (Subsection 5.2)

Part B: Management/Fishery Guardian Team Members

I.) The Project Manager must have previous managerial experience in the management of a natural resources based project/ program. Include in the proposal documentation, which demonstrates the type of project/program. Include in the proposal; documentation, which demonstrates the type of project/ program, length of tenure and number of employees managed. [Subsections 6.1, 7.1 a-k]

li.) Demonstrate that Fishery Guardian Supervisors have a minimum of three seasons experience either as a Fishery Guardian, Fishery Officer, or as a police/ peace officer in another recognized enforcement discipline. [Subsections 11.1.4, 12.2.1]

lii.) Fishery Guardians must meet the Eligibility for Designation as outlined in this statement of work. Demonstrate in your bid that you have a plan that will ensure Fishery Guardians meet the requirements for certification and how all pertinent documentation shall be provided to the Project Authority in accordance with the requirements contained in this document. (Subsection 12.2.1)

Iv) Demonstrate in your bid that administrative support personnel have experience in record keeping, payroll administration and managing the financial requirements of the contract. (Subsection 8.0)

POINT RATED CRITERIA

- a) The Project Authority will assess the ability of the bidder to meet rated criteria as outlined below. The purpose of the rating is to determine the infrastructure and processes the bidder has in place to ensure effective delivery of the program.
- b) Each bidder must meet or exceed 75% of the total value of each category in order to be considered for further evaluation.
- c) Bidders must clearly demonstrate how they can deliver/ meet each rated criterion, through the provision of supporting documentation. Simply stating that the bidder meets/ complies with particular rated criteria or repeating verbatim contents of the STATEMENT OF WORK will not suffice, and will therefore not be rated.
- d) Each element of the rated criterion requires that the proposal meet all requirements either of a section, a subsection, or a combination of sections and subsections of this statement of work.
- e) Where there is reference in the various criterion to a particular "Section", the proposal shall address the requirements of all subsections of that section in responding to that criterion. Where there is a reference to a particular Subsection, the proposal must address the requirements of that subsection, in responding to the criterion.
- f) Evaluation points for each criterion are specified in brackets following the item and a reference to the particular Section(s) or Subsection(s) dealing with requirements against which a submission will be assessed.
- g) The successful bidder shall have the lowest price and has met the pass mark of all of the rated criteria.

A PROJECT MANAGEMENT/FISHERY GUARDIAN TEAM MEMBERS

The evaluation of the Management/ Fishery Guardian team members comprising the bidding company, will be based on the experience of the team as follows:

The experience of the project manager, the Fishery Guardian Supervisor, the Fishery Guardians and support staff will be evaluated taking into consideration the number, size, and scope of previous projects and/ or work history/experience as described. This will relate to direct previous Fishery Guardian program experience, or experience in the delivery of other natural resource related projects. Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Management/ Fishery Guardian Team Members:

Total Value-- 200 points: Required points- 150

- 1.1- Project Manager (40 points) (Sections: 4.0, 6.0)
- 1.2- Fishery Guardian Supervisor (40 points) (Section 11.0)
- 1.3- Fishery Guardians (100 points) (Section 12.0)
- 1.4- Support Staff (20 points) (Subsection 7.1)

B. PROJECT MANAGEMENT ORGANIZATION:

Proposals will be evaluated on the knowledge and understanding of the scope of work as outlined in the proposal. In addition, bidders are expected to provide details of work activities, accounting procedures and systems, human resource management procedures and policies, and the establishment of effective communications between the contractor, the Project Authority, C&P Supervisors, and other groups/agencies involved in the management of regulatory compliance of inland and recreational fisheries.

The monitoring and reporting procedures and plans for program activities and the plans and methods of providing quality assurance for the delivery of the Fishery Guardian Program will also be evaluated.

Additional points will be assigned for innovative strategies and procedures, which will improve program delivery and reduce costs.

Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Knowledge and Scope of the work including:

Total Value-- 80 points: Required points- 60

- 1.1- Work activities (20 points) (Subsections 4.0., 6.2)
- 1.2- Budget Systems/ Accounting procedures (10 points) (Subsections 7.2.6, 6.2, Section 8.0)
- 1.3- Human resources management (10 points) (Subsection 7.2.1)
- 9.2, 1.4- Communications/ Monitoring and reporting (10 points) (Subsections 4.0., 6.2, 9.3)
- 1.5- Quality assurance (10 points) (Subsection 7.2.4)
- 1.6- Coordination with departmental and interest groups involved in the recreational fishery and enforcement within the contract area (20 points) (Subsections 4.0., 11.2, 12.3.1)

C FISHERY GUARDIAN TRAINING/ CERTIFICATION:

The overall approach to Fishery Guardian training, and certification will be based on the requirements outlined in the Statement of Work. Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Recruitment of Fishery Guardians:

Total Value-- 100 points: Required points- 75

- 1.1- Candidate selection process (50 points) (Subsections 12.3.1, 12.3.2)
- 1.2- Documented plan to ensure all certificate requirements are met and delivered annually to the Project authority, prior to work commencement (50 points) (Subsections 5.3c), 12.2.1)

D FISHERY GUARDIAN DEPLOYMENTS:

The evaluation of this requirement will be based upon the plans, strategies, and procedures provided with the proposal to ensure the effective and efficient deployment of Fishery Guardians. The plans and strategies should consider the methods and procedures for briefing and de-briefing Fishery Guardians monitoring and reporting of Fishery Guardian activities, as well as the supervising of employees.

The evaluation will consider the geographic distribution of Fishery Guardians as well as procedures for regular and short notice Fishery Guardian call-out and deployments to address enforcement problems and/ or participate in special surveillance and patrol operations. Of particular interest will be the bidders plans and strategies to minimize the travel and living costs associated with Fishery Guardian short and long term deployments and patrol activities in isolated areas.

Your proposal must address, but should not necessarily be limited to, the following elements:

1.0 Plans and Strategies to Ensure Effective and Efficient Deployments:

Total Value-- 140 points: Required points- 105

- 4.0.2,
- 1.1- Work schedules/ Short notice call-out/deployment (30 points) (Subsections 11.2, Section 18.0)
 - 1.2- Special surveillance and patrol operation deployments (20 points) [Section 24]
 - 1.3- Patrol briefing and de-briefing/ Monitoring and reporting (10 points) (Subsection 11.2)
 - 1.4- Minimization of travel and living expenses (40 points) (Subsection 18)
 - 1.5- Supervision (40 points) (Subsection 11.2)

E QUALITY ASSURANCE/ INFORMATION MANAGEMENT

The evaluation of this requirement will be based on plans, procedures and methods provided by the bidder to monitor and maintain quality control and verification aspects of information and human resource management requirements.

Your proposal must address, but should not be necessarily be limited to, the following elements:

1.0 Quality Assurance of Information

Total value-- 100 points: Required points- 75

- 1.1- Plans to secure sensitive information and records. (50 points) [Subsections 5.3a), b), 7.2.3, Section 8.0]
- 1.2- Ensure accuracy and completeness of data, reports and court documents prepared by Fishery Guardians. (50 points) (Subsection 7.2.4)

2.0 HUMAN RESOURCES MANAGEMENT

The programs effectiveness is dependent on the quality and dedication of the employees. Upon employment the employer must ensure proper policies and procedure are in place to support the employee and ensure effective implementation of the contract requirements.

The evaluation will consider employee safety and strategies/ policies to promote health and safety, identification of disciplinary issue and a policy for corrective action.

Your proposal should address, but not be limited to, the following elements:

2.1 **Employee Health and Safety**

Total Value-- 130 points: Required points- 98

- I)- Plans to support Fishery Guardians dealing with physical/ mental stress resulting from deployments. (40 points) [Subsections 5.1m & n), 7.2.1 e)]
- li)- Personnel safety while on patrol in isolated areas. (60 points) (Subsection 12.3)
- lii)- Policy on single guardian patrols (30 points) [Subsection 4. I), Appendix J]

2.2 **Employee Performance and Conduct**

Total Value-- 100 points: Required points- 75

- i)- Plan to inform employees of their responsibilities, duties and code of conduct. (20 points) [Subsections 4.h, i, j]
- ii)- Plan to monitor and evaluate the work performance of employees. (30 points) (Subsection 7.2)
- iii)- Plan to address unsatisfactory work performance, breaches of the code of conduct and other issues requiring corrective disciplinary action. (50 points) (Subsections 6.2, 7.2.1)

2.3 **Facilities and Equipment**

The bidder will only be required to have access to one general office location on the island portion of the province, regardless of the number of contracts being administered. This office can be temporary storage of evidence, seized goods, and sensitive or confidential documents where it can not be immediately be turned over to DFO. The office shall be suitable for meeting with the members of the public, carrying out administrative duties and secure storage. Your proposal must address, but not be necessarily limited to, the following elements:

2.3.1 **Plan and Strategies to Provide or Access Office Space/ Supplies:**

Total Value-- 100 points: Required points- 75

- 2.3.1.1- Office design, setup and contents. (30 points) (Subsections 5.3,7.2.5, 9.1)
- 2.3.1.2- Service/access to the public. (20 points) (Subsection 9.1)
- 2.3.1.3- Plans to secure sensitive information and records (50 points) (Subsections 5.3,6.2,7.2.3, 9.2)

2.3.2 Plan and Strategies to Provide or Access Other Equipment

Total Value-- 100 points: Required points- 75

- equipment.
- 2.3.2.1- equipment listed in Appendix G including vehicles, ATVs, boats and canoes. Note Limitations (25 points) (Subsection 9.3)
 - 2.3.2.2- Temporary replacement of equipment and/ or maintenance of (25 points) (Subsection 7.2.2, 9.3)
 - 2.3.2.3- Communications equipment capable of contacting Guardians in isolated areas. (25 points) (Subsection 9.1)
 - 2.3.2.4- Temporary storage for seized goods and evidence. (25 points) (Subsections 5.3, 7.2.3)

**Annex G
Information for Code of Conduct Certification**

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;
