



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**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 Lobster and Harvest Data Collection	
Solicitation No. - N° de l'invitation F5245-200001/A	Date 2020-04-21
Client Reference No. - N° de référence du client F5245-20-0001	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-220-10973	
File No. - N° de dossier HAL-9-83253 (220)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-05-07	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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: Dunphy, Nancy	Buyer Id - Id de l'acheteur hal220
Telephone No. - N° de téléphone (902) 456-4287 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS MGMT.,POP ECOL.DIV/ADMIN. MGMT.SEC BEDFORD INST. OF. OCEANOGRAPHY FISH LAB, ROOM FL-108 P.O. BOX 1006 DARTMOUTH Nova Scotia B2Y4A2 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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

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

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT”

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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information 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 Mandatory and Point Rated Criteria, the Security Requirements Checklist, the Non-disclosure Agreement, the Electronic Payment Instruments and any other annexes.

1.2 Summary

- 1.2.1 The Department of Fisheries and Oceans (DFO) has a requirement for scientific data collection and analyses in support of lobster stock assessment in lobster fishing areas. The Lobster Recruitment and Harvest Fisheries Data Collection program trains participating fishermen in the spring and fall lobster fisheries along the Atlantic Coast of Nova Scotia, in the collection of data on lobster recruitment (LR), life history, commercial catch rates and associated bottom water temperature. The program is executed in Lobster Fishing Areas 27 -36 and provides data to support the estimation of primary fishing pressure indicators and secondary recruit abundance indicators in the stock assessments for Maritimes Lobster fisheries.

The contract is anticipated to begin on Contract award through to March 31st 2021, with option to renew for 3 additional 1 year periods at the sole discretion of DFO. This contract and the further option years are contingent on funding availability.

See ANNEX "A" Statement of Work for further details.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security

clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 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 service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

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

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

1.2.4 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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) (<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](#) (2019-03-04) 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: 60 days
Insert: 90 days

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HAL-9-83253

CCC No./N° CCC - FMS No./N° VME

2.2 Submission of Bids

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

Bid Receiving Public Works and Government Services Canada / Réception des soumissions
Travaux publics et services gouvernementaux
1713 Bedford Row
Halifax, NS B3J 1T3

Email for epost Connect:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#).

Facsimile number: (902) 496-5016

2.3 Former Public Servant

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

- 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 Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs 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, 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copies)

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 Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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.

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 hard copy 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](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, 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.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule and Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “F” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and 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 two 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 two 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.

4.1.1 Technical Evaluation

Mandatory Requirements and Point Rated technical evaluation criteria are included in Annex “D”.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 5 points for each Rated R1 to R5 criterion for the technical evaluation (Annex D), 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 115 points (Annex D).
2. Bids not meeting (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 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

<i>EXAMPLE</i>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00

Calculations	Technical Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention

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period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid 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 Bidder 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 - 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 list at the time of contract award.

5.2.3 Status and Availability of Resources

5.2.3.1 SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- (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 sites must meet the security requirements 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;
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 refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance 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 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

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

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. F5245-200001

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to **PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C" ;
 - (b) Industrial Security Manual (Latest Edition)

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7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract award to March 31st, 2021 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) 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 seven (7) 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Dunphy
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-456-4287
Facsimile: 902-496-5016
Email: nancy.dunphy@pwgsc-tpsgc.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 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.

7.5.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at contract award)**

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

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

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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.

7.5.3 Contractor's Representative (BIDDER TO FILL IN)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s), as specified in Annex "B" for a cost of \$ _____ (insert the amount at contract award)*. Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Payment Schedule

See Annex "B" Payment Schedule and Basis of Payment.

7.7.3 Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Payment Schedule and Basis of Payment in Annex "B", to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.4 Electronic Payment of Invoices – Contract (SEE ANNEX “E”)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

7.11 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 general conditions 2035 General Conditions - Higher Complexity - Services (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

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- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____, (*insert date of bid*).

7.12 Insurance

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

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1 Title: Lobster Recruitment and Harvest Fisheries Data Collection

1.2 Objective

The Lobster Recruitment and Harvest Fisheries Data Collection program trains participating fishermen in the spring and fall lobster fisheries along the Atlantic Coast of Nova Scotia, in the collection of data on lobster recruitment (LR), life history, commercial catch rates and associated bottom water temperature. The program is executed in Lobster Fishing Areas 27 -36 and provides data to support the estimation of primary fishing pressure indicators and secondary recruit abundance indicators in the stock assessments for Maritimes Lobster fisheries.

1.3 Contract Period

The contract will begin on Contract award date through to March 31st 2021 with options to renew for 3 additional 1 year periods at the sole discretion of DFO. This contract and the further option years are contingent on funding availability.

Optional periods if exercised will be from:

April 1st 2021 - March 31st 2022

April 1st 2022 - March 31st 2023

April 1st 2023 - March 31st 2024.

1.4 Background, Assumptions and Specific Scope of the Requirement

The lobster recruitment data has been collected since approximately the mid-1990s in LFAs 2735 with a recent expansion into LFA 36. The project requires a strong relationship between the contracted organization and fish harvesters in order to coordinate a sufficient number of licensed commercial lobster fishermen throughout the geographic range of the program.

2. Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The contractor will identify, train and coordinate with participating fishermen through the spring and fall fisheries. The contractor will provide the necessary tools for data collection, enter and execute quality checks on data entry. Data will be submitted to DFO through a database and the contractor

will provide updates throughout the project. Data collected for this project will include Protected B information, including information involving license holders' names, license numbers, and catch rate data.

2.2 Technical, Operational and Organizational Environment

The contractor will be required to provide their own computers necessary to enter and submit data, and supply standardized traps, measuring gauges, logbooks, and temperature recorders necessary for data collection.

2.3 Method and Source of Acceptance

Work will be deemed acceptable provided completed data is quality controlled, entered and submitted through the necessary database along and supported by progress reports. The acceptable level of involvement would be a minimum of 160 license holders fishing 450 traps throughout LFAs 27-36, these numbers are based on previous years of the program.

2.4 Project management control procedures

The Scientific / Project Authority of the crown will communicate in writing with the supplier if any of the requirements of the contract are not being satisfactorily met. The Project Authority will review progress reports from the successful contractor throughout the duration of the project and provide any necessary feedback.

2.5 Change Management procedures

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

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.

2.6 Ownership of Intellectual Property

All data will be the property of the crown without exception. Delivery of goods/services does not lead to the creation of intellectual property

3. Other Terms and Conditions of the SOW

3.1 Authorities

Project Authority Name to be provided upon contract award.

3.2 DFO Obligations

The Project Authority will review progress reports and monitor the timely submission of data throughout the contract period.

3.3 Contractor's Obligations

Lobster recruitment and temperature data will be entered and edited by the contractor to provide:

- Updates and QA/QC an Oracle database of daily catch and effort for lobster caught in standardized traps ordered by life-history stage and size (Lobster Recruitment portion) in LFA 27-36;
- individual analyses for each participant providing details on the catch, effort and number of lobsters by life-history stage and size;
- inshore bottom water temperatures associated with lobster catches by position and depth to be submitted in the appropriate format (to be determined).

The work of this project must be able to meet the following required tasks. The contractor will be required to:

1. Apply for and be granted a DFO Scientific sampling permit for all participants in the LR project;
2. Recruit, coordinate and train approximately 160 licensed commercial lobster fishermen throughout LFAs 27-36 to follow procedures (as outlined in Appendix 1, para 1.1) for fishing approximately 600 scientific lobster traps to gather information about undersize lobsters in their lobster fishing area during the commercial lobster fishing season;
3. Provide the required number of standardized traps (see 2) and 160 measuring gauges and 160 temperature recorders (as described in Appendix 1, para 1.3) to participating fishermen;

4. Provide trained personnel to maintain contact with fishermen to ensure that the protocols for the project are being followed. This will at times require the trained individual to conduct at-sea monitoring of activities;
5. Monitor the daily catch records completed by fishermen to ensure that their completion is consistent with the work description (see Appendix 1, para 1.3);
6. Create data summaries to describe data collection activities in all LFAs where sampling occurs;
7. Set up a review panel consisting of fishermen, scientists and an independent chair to complete annual review of the performance of participants and conduct violation/sanction checks, as well as review new applications;
8. Track recruitment trap tags issued to fishermen and provide updates to DFO fishery officers, licensing and management;
9. Prepare a memorandum of understanding (MOU) regarding return of non-commercial lobster to water following capture;
10. Present individual results to each project participant;
11. Present overall project results to project participants.

3.4 Language of Work

All work will be carried out in English Speaking Environments.

3.5 Travel and Living

There is no provision for travel and/or living expenses under this contract.

APPENDIX 1

1.1 Lobster Recruitment Index Project

This project continues a collaborative research effort began in the mid-1990s between DFO Science and lobster fishermen in LFAs 27-36. To ensure consistency and scientific rigour, the project procedures and protocols must follow those developed and implemented through that research, including the use of a standardized trap, lobster catch record logbook recording lobster catches, measuring gauges, temperature recorders and data formats.

Project Procedures

- Vessels will be required to complete a Lobster Record Book and to deploy a temperature recorder;
- Vessels will fish with a standardized trap (Appendix 1 – para 1.2) that meets all design specifications as detailed below. and is approved by DFO Science;
- Standardized bait will be used when possible;
- The traps will be fished during the entire season. Traps are to be deployed consecutively in the same area throughout the season and are to be deployed in an area where there is a reasonable expectation of getting undersized lobsters. The purpose of this is to control the variables affecting the results in the study including the possible impact of moving the traps. Availability of juveniles can vary throughout the season; therefore, by leaving the traps in one location for the entire season we will be able to record the changes. The area in which traps are to be deployed will be decided on jointly by the vessel, contractor and the DFO Scientific Project Authority. Ideally, traps will be fished in the same spots in subsequent years;
- If the traps must be moved, new locations should be recorded in the Lobster Record Book
- The length of all lobsters will be recorded, using a specially designed measuring gauge to measure the lobsters in 5 mm increments. The sex of the lobster, and for females, whether or not it is berried, and whether it is legal size, will also be recorded.

Effort Controls

- Each vessel will fish two to five traps, depending on the LFA ;
- Vessels must use traps which meet the specifications set forth in the Project Procedures;
- Captains and crew participating in the project will be required to take up to a 1/2 day of training on techniques for measuring and sexing lobsters and recording data, provided by the contractor;
- Vessels must take a Fisheries Technician trained by the contractor on any trips when asked to do so;
- Any vessels not adhering to the preceding or to the Fisheries Act will be dismissed from the project.

1.2 Scientific Trap, measuring gauge and temperature recorder specifications

Trap Design

All participating fishermen must use a standard trap built and provided by the contractor. The standardized science traps have two 5-inch entrance rings, 1-inch wire mesh, no escape vents, and a biodegradable ghost panel. This design was used to maximize the capture and retention of smaller size lobsters. Fisheries and Oceans Canada (DFO) will supply trap tags for the project traps.

Standardized Project Trap



40" X 21" X 14"

Temperature gauge

Vemco 8 bit minilog TR temperature data logger
(<http://www.vemco.com/products/dataloggers/mini8.php>)

Or

HOBO Pro v2 water temperature data logger
(<http://www.onsetcomp.com/products/data-loggers/u22-001>)

or Project Authority approved equivalent

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1.3 Lobster Record Book

A logbook which records: date, soak days, position, depth, bait, time, trap number, lobster size (mm), sex, berried state, daily total number of traps hauled, total number of pounds landed, number of berried lobsters, number of legal size lobsters.

1.4: Sample Data tables for recruitment trap data to be given to DFO in electronic format

TRAPS TABLE

"Counter", "Record Number", "Trap Number", "Lobster Number", "Sex", "Size", "Short", "Berried", "V-Notched", "Recaptured"

220882,"R1",1.00,1.00,2.00,9.00,1,0,0,0 220883,"R1",1.00,2.00,1.00,10.00,1,0,0,0

220884,"R1",1.00,3.00,2.00,10.00,0,0,0,0 220885,"R1",1.00,4.00,1.00,11.00,0,0,0,0

220886,"R1",1.00,5.00,2.00,12.00,0,0,0,0 220887,"R1",2.00,1.00,2.00,9.00,1,0,0,0

220888,"R1",2.00,2.00,1.00,10.00,0,0,0,0 220889,"R1",2.00,3.00,2.00,10.00,1,0,0,0

220890,"R1",2.00,4.00,1.00,11.00,0,0,0,0 220891,"R1",2.00,5.00,1.00,11.00,0,0,0,0

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POSITION TABLE

"ID", "Record Number", "Vessel Code", "Soak Days", "Date", "Depth", "Latitude", "Longitude", "Temp", "Bait", "Wind Direction", "Wind Speed", "LFA", "Time"

27386,"R1",1364.00,1.00,25/11/2003 0:00:00,13.00,4425.20,6410.48,,,"M",4.00,3.00,"33",30/12/1899 5:30:00

27387,"R2",1364.00,1.00,26/11/2003 0:00:00,13.00,4425.20,6410.48,,,"m",3.00,2.00,"33",30/12/1899 7:00:00

27388,"R3",1364.00,1.00,27/11/2003 0:00:00,13.00,4425.20,6410.48,,,"m",0.00,1.00,"33",30/12/1899 6:30:00

27389,"R4",1364.00,1.00,28/11/2003 0:00:00,13.00,4425.20,6410.48,,,"m",0.00,1.00,"33",30/12/1899 6:40:00

27390,"R5",1364.00,2.00,30/11/2003 0:00:00,13.00,4425.20,6410.48,,,"m",7.00,6.00,"33",30/12/1899 7:45:00

27391,"R6",1364.00,1.00,1/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",7.00,6.00,"33",30/12/1899 8:00:00

27392,"R7",1364.00,1.00,2/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",0.00,0.00,"33",

27393,"R8",1364.00,1.00,3/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",8.00,6.00,"33",30/12/1899 10:00:00

27394,"R9",1364.00,2.00,5/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",8.00,6.00,"33",

27395,"R10",1364.00,4.00,9/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",8.00,6.00,"33",30/12/1899 12:45:00

27396,"R11",1364.00,1.00,10/12/2003 0:00:00,13.00,4425.20,6410.48,,,"m",0.00,1.00,"33",

27397,"R12",1366.00,1.00,25/11/2003 0:00:00,20.50,4357.10,6444.90,7.60,"sh",3.00,1.00,"33",30/12/1899 5:00:00

Temperature Data													
LFA	Vessel Code	Gauge	Date	Date	Latitude	Longitude	Lat (degrees)	Long (degrees)	(degrees)	Temp	Temp	Time	Soak Days
34	1336	3713	28/11/2006	39049	4335.68	6617.7	43.5947	66.295	48	87.78	8.66	3:00	1
34	1336	3713	29/11/2006	39050	4324.19	6621.25	43.4032	66.3542	42	76.81	9.09	6:30	1
34	1336	3713	30/11/2006	39051	4334.52	6621.3	43.5753	66.355	38	69.49	9.15	18:30	1
34	1336	3713	01/12/2006	39052	4334.19	6621.15	43.5698	66.3525	40	73.15	9.37	7:30	1
34	1336	3713	03/12/2006	39054	4330.91	6632.74	43.5152	66.5457	57	104.24	9.93	13:40	2
34	1336	3713	04/12/2006	39055	4331.12	6632.9	43.5187	66.5483	60	109.73	10.13	12:27	1
34	1336	3713	06/12/2006	39057	4326.78	6637.81	43.4463	66.6302	57	104.24	10.09	6:50	2

ANNEX "B"**PAYMENT SCHEDULE and BASIS OF PAYMENT**

Please provide a FIRM PRICE for each deliverable listed below (including option years) HST EXTRA.
Prices includes Customs Duties and Shipping.

Contract award date to March 31st, 2021.

Anticipated Delivery Date	Deliverable (AS PER ANNEX A, Appendix 1)	Qty	Unit of measurement	Unit Price	FIRM PRICE CAD\$
MAY 2020 (TBD)	Purchase required equipment for LR/Temperature components;				
**These Quantities are estimates only.	Lobster Trap	**600	each	\$	\$
	Lobster Record Logbook	**160	each	\$	\$
	Temperature Gauge Recorder	**160	each	\$	\$
	Training of LR participants in LFAs 27-32; Distribution of equipment to participants; Report on LR project launch in LFAs 27-32.	1	LOT	\$	\$
May 2020 (TBD)	Produce Status report on LR project; At Sea-Sampling Trips.	1	LOT	\$	\$
August 2020	Produce Status report on LR project; At Sea-Sampling Trips; Enter Data and edit LR data; Initiate issuance of individual reports for fishermen.	1	LOT	\$	\$
October 2020	Train LR participants in LFAs 33-36, distribute equipment and gear; Produce report on LR project launch in LFAs 33-36.	1	LOT	\$	\$
November 2020	Deliver final summary report and data for LR project in LFAs 27-32 – All LR and temperature data for this area needs to be in the database by Nov 30 with all edits completed on or before Dec 15.	1	LOT	\$	\$

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February 2021	Delivery final summary report and data for LR project in LFAs 34-36 – All LR and temperature data for this area needs to be in the database by Mar 3 with all edits completed on or before Mar 15.	1	LOT	\$	\$
March 2021	Enter and edit LR and temperature data. – All finalized data (LR and temperature) needs to be in the database by March 15 with all edits completed on or before March 29.	1	LOT	\$	\$
	Contract Year 1	GRAND TOTAL			\$

Option Year 1 – April 1, 2021 to March 31, 2022

Anticipated Delivery Date	Deliverable (AS PER ANNEX A, Appendix 1)	Qty	Unit of measurement	Unit Price	FIRM PRICE CAD\$
April 2021	Purchase required equipment for LR/Temperature components;				
**These Quantities are estimates only.	Lobster Trap	**600	each	\$	\$
	Lobster Record Logbook	**160	each	\$	\$
	Temperature Gauge Recorder	**160	each	\$	\$
	Training of LR participants in LFAs 27-32; Distribution of equipment to participants; Report on LR project launch in LFAs 27-32.	1	LOT	\$	\$
May 2021	Produce Status report on LR project; At Sea-Sampling Trips.	1	LOT	\$	\$
August 2021	Produce Status report on LR project; At Sea-Sampling Trips; Enter Data and edit LR data; Initiate issuance of individual reports for fishermen.	1	LOT	\$	\$
October 2021	Train LR participants in LFAs 33-36, distribute equipment and gear; Produce report on LR project launch in LFAs 33-36.	1	LOT	\$	\$

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November 2021	Deliver final summary report and data for LR project in LFAs 27-32 – All LR and temperature data for this area needs to be in the database by Nov 30 with all edits completed on or before Dec 15.	1	LOT	\$	\$	
February 2022	Delivery final summary report and data for LR project in LFAs 34-36 – All LR and temperature data for this area needs to be in the database by Mar 3 with all edits completed on or before Mar 15.	1	LOT	\$	\$	
March 2022	Enter and edit LR and temperature data. – All finalized data (LR and temperature) needs to be in the database by March 15 with all edits completed on or before March 29.	1	LOT	\$	\$	
Contract Option Year 1					GRAND TOTAL	\$

Option Year 2 – April 1, 2022 to March 31, 2023

Anticipate d Delivery Date	Deliverable (AS PER ANNEX A, Appendix 1)	Qty	Unit of measurement	Unit Price	FIRM PRICE CAD\$
April 2022	Purchase required equipment for LR/Temperature components;				
**These Quantities are estimates only.	Lobster Trap	**600	each	\$	\$
	Lobster Record Logbook	**160	each	\$	\$
	Temperature Gauge Recorder	**160	each	\$	\$
	Training of LR participants in LFAs 27-32; Distribution of equipment to participants; Report on LR project launch in LFAs 27-32.	1	LOT	\$	\$
May 2022	Produce Status report on LR project; At Sea-Sampling Trips.	1	LOT	\$	\$
August 2022	Produce Status report on LR project; At Sea-Sampling Trips; Enter Data and edit LR data; Initiate issuance of individual reports for fishermen.	1	LOT	\$	\$

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Buyer ID - Id de l'acheteur
ha1220

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F5245-20-0001

File No. - N° du dossier
HAL-9-83253

CCC No./N° CCC - FMS No./N° VME

October 2022	Train LR participants in LFAs 33-36, distribute equipment and gear; Produce report on LR project launch in LFAs 33-36.	1	LOT	\$	\$
November 2022	Deliver final summary report and data for LR project in LFAs 27-32 – All LR and temperature data for this area needs to be in the database by Nov 30 with all edits completed on or before Dec 15.	1	LOT	\$	\$
February 2023	Delivery final summary report and data for LR project in LFAs 34-36 – All LR and temperature data for this area needs to be in the database by Mar 3 with all edits completed on or before Mar 15.	1	LOT	\$	\$
March 2023	Enter and edit LR and temperature data. – All finalized data (LR and temperature) needs to be in the database by March 15 with all edits completed on or before March 29.	1	LOT	\$	\$
Contract Option Year 2				GRAND TOTAL	
					\$

Option Year 3 – April 1, 2023 to March 31, 2024

Anticipate d Delivery Date	Deliverable (AS PER ANNEX A, Appendix 1)	Qty	Unit of measurement	Unit Price	FIRM PRICE CAD\$
April 2023	Purchase required equipment for LR/Temperature components;				
**These Quantities are estimates only.	Lobster Trap	**600	each	\$	\$
	Lobster Record Logbook	**160	each	\$	\$
	Temperature Gauge Recorder	**160	each	\$	\$
	Training of LR participants in LFAs 27-32; Distribution of equipment to participants; Report on LR project launch in LFAs 27-32.	1	LOT	\$	\$
May 2023	Produce Status report on LR project; At Sea-Sampling Trips.	1	LOT	\$	\$

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August 2023	Produce Status report on LR project; At Sea-Sampling Trips; Enter Data and edit LR data; Initiate issuance of individual reports for fishermen.	1	LOT	\$	\$
October 2023	Train LR participants in LFAs 33-36, distribute equipment and gear; Produce report on LR project launch in LFAs 33-36.	1	LOT	\$	\$
November 2023	Deliver final summary report and data for LR project in LFAs 27-32 – All LR and temperature data for this area needs to be in the database by Nov 30 with all edits completed on or before Dec 15.	1	LOT	\$	\$
February 2024	Delivery final summary report and data for LR project in LFAs 34-36 – All LR and temperature data for this area needs to be in the database by Mar 3 with all edits completed on or before Mar 15.	1	LOT	\$	\$
March 2024	Enter and edit LR and temperature data. – All finalized data (LR and temperature) needs to be in the database by March 15 with all edits completed on or before March 29.	1	LOT	\$	\$
	Contract Option Year 4	GRAND TOTAL			\$

BID PRICE SUMMARY:

Contract Year 1 \$
 Contract Year 2 - Option year 1 \$
 Contract Year 3 - Option year 2 \$
 Contract Year 4 - Option year 3 \$ _____

TOTAL 4 YEARS \$ _____ (HST EXTRA)

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

SEE ATTACHED

ANNEX “D” MANDATORY REQUIREMENTS AND POINT RATED CRITERIA

The bidder must reference the page number of the submitted literature which proves their proposal complies with each and every one of the Mandatory requirements and Point rated criteria.

Mandatory Requirements

No.	Mandatory Criteria	Proposal Cross-reference Page No.
M1	<p>Bidders <u>must</u> demonstrate how they conducted field work collaborating with fishermen/fishing associations from Lobster Fishing Areas (LFAs) 27-36.</p> <p>Each example must include:</p> <ul style="list-style-type: none"> • Scope of work conducted; • Type of data collected; • Start and end dates of project; and <p>Brief description of the work (less than 200 words).</p>	
M2	<p>Bidders <u>must</u> provide a CV for the proposed resources. CVs must include a list of projects that the proposed resources have worked on that involve data entry, data quality control.</p> <p>Each example must include:</p> <ul style="list-style-type: none"> • Name of client organization; • Client organization representative; • Start and end dates of project; and <p>Brief description of the work (less than 200 words).</p>	
M3	<p>Experience training fishermen in the collection of scientific data, and conducting at-sea monitoring activities.</p> <p>Each example must include:</p> <ul style="list-style-type: none"> • Name of client organization; • Client organization representative; • Start and end dates of project; and <p>Brief description of the work (less than 200 words).</p>	

Point Rated Criteria

No.	Rated Criteria Bidders <u>must obtain a minimum of 5 points in each</u> or will be deemed non-compliant.	Proposal Cross- reference Page No.
R1	Experience deploying temperature loggers and extracting data. 5 points per 12 months experience to a maximum of 5 years – 25 points <u>must obtain a minimum of 5 points</u>	
R2	Experiencing working at sea and the collection of data during fishing activity. 5 points per 12 months experience to a maximum of 5 years – 25 points <u>must obtain a minimum of 5 points</u>	
R3	Experience in training on the measuring, sexing, and staging lobster shells and eggs. 5 points per 12 months experience to a maximum of 5 years – 25 points <u>must obtain a minimum of 5 points</u>	
R4	Experience obtaining and working with scientific fishing licenses. 5 points per project up to a maximum of 3 project – 15 points <u>must obtain a minimum of 5 points</u>	
R5	Extensive experience collecting and working with fisheries data. 5 points per 12 months of experience to a maximum of 5 years – 25 points <u>must obtain a minimum of 5 points</u>	
Total Evaluated Score		/115
Minimum Passing Score		80

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ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "F" INTEGRITY CHECKLIST

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

(Choose and insert if applicable - Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.)

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

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hal220

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ANNEX "G"

INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION - CERTIFICAT DE DIVULGATION DE LA PROPRIÉTÉ INTELLECTUELLE

This form is to be completed and signed by the contractor upon completion of the contract and returned to:

Ce formulaire est à être complété et signé par le fournisseur dès l'attribution du contrat. Veuillez retourner à la personne identifiée ci-dessous :

Buyer: Nancy Dunphy
Acquisitions Branch
Public Works and Government Services Canada
1713 Bedford Row,
Halifax, Nova Scotia
B3J 3C9
Telephone | Téléphone: 902.456-4287
Facsimile | Télécopier: 902.496.5016

Contract Title / Titre du Contrat: **Lobster Recruitment and Harvest Fisheries Data Collection**

PWGSC File no. – **F5245-200001/001/HAL**

It is a term of the referenced contract that, regardless of its ownership, all Foreground Information¹ that could be Inventions¹ and all other Foreground Information, shall be promptly and fully disclosed to Canada.

¹ - defined in the General Conditions identified in the Contract

Tel que stipulé dans le contrat mentionné ci-dessus, et peu importe à qui sont dévolus les droits de propriété intellectuelle, tous les renseignements originaux * susceptibles de constituer des inventions*, de même que tous les autres renseignements originaux découlant de ce contrat, devront être divulgués pleinement et sans délai au Canada.

* - tels que définis dans les conditions générales identifiées dans le contrat.

Consequently, the undersigned, being a duly authorized officer of the Contractor, certifies that during the tenure of the contract

(mark appropriate box):

Par conséquent, le soussigné, étant un agent dûment autorisé de l'Entrepreneur, certifie que durant la période du contrat
(cochez la case appropriée):

- No Foreground Information was conceived, developed or produced as part of the Work and, therefore the Contractor has nothing to disclose.
- All Foreground Information which was conceived, developed or produced as part of the Work was fully disclosed and documented in the technical reports delivered by the Contractor to the Technical Authority designated in the Contract, and the Contractor has nothing further to disclose.
- All Foreground Information conceived, developed or produced as part of the Work by the Contractor is hereby fully disclosed in the attached document.

- Aucun renseignement original n'a été conçu, développé ou produit pendant l'exécution des travaux; l'entrepreneur n'a donc aucun renseignement original à divulguer.
- Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux ont été entièrement divulgués et documentés dans les rapports techniques livrés par l'Entrepreneur à l'autorité technique indiquée dans le contrat, et l'Entrepreneur certifie qu'il n'existe aucune information supplémentaire à divulguer.
- Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux par l'Entrepreneur sont entièrement divulgués dans le document ci-joint.

Signature - Signature: _____

Print Name - Nom en caractère imprimé: _____

Title - Titre: _____

Company Name - Entrepreneur: _____

Date - Date: _____

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**SECURITY REQUIREMENTS CHECK LIST (SRCL)**
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Science
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Lobster Recruitment and Harvest Fisheries Data Collection		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**