



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

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :



Title – Sujet Developing Scientific Methods		Date November 12, 2020
Solicitation No. – N° de l'invitation F5211-200360A		
Client Reference No. - No. de référence du client F5238-200038		
Solicitation Closes – L'invitation prend fin At /à : 14:00 AST(Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : November 27, 2020		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Michael Peters – Contracting Specialist Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS3

1.4 TRADE AGREEMENTS3

1.5 PROCUREMENT OMBUDSMAN3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 SUBMISSION OF BIDS.....4

2.3 ENQUIRIES - BID SOLICITATION.....4

2.4 APPLICABLE LAWS.....4

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE7

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 9

5.1 CERTIFICATIONS REQUIRED WITH THE BID9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION12

PART 6 - RESULTING CONTRACT CLAUSES 13

6.1 SECURITY REQUIREMENTS13

6.2 STATEMENT OF WORK.....13

6.3 STANDARD CLAUSES AND CONDITIONS.....13

6.4 TERM OF CONTRACT13

6.5 AUTHORITIES14

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS15

6.7 PAYMENT15

6.8 INVOICING INSTRUCTIONS16

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....16

6.10 APPLICABLE LAWS.....16

6.11 PRIORITY OF DOCUMENTS17

6.12 PROCUREMENT OMBUDSMAN17

6.13 INSURANCE G1005C (2016-01-28).....17

ANNEX "A" STATEMENT OF WORK 18

ANNEX "B" BASIS OF PAYMENT 24

ANNEX "C" EVALUATION CRITERIA..... 25



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The work to be performed is in accordance with the Statement of Work at Annex A.

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, and Canada-Panama Free Trade Agreement.

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$26,400 for goods and under \$105,700 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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.

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

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](#) (2020-05-28) 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

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) 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 DFO will not be accepted.

2.3 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.

2.4 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

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex C for details

4.1.1.2 Point Rated Technical Criteria

See Annex C for details

4.1.2 Financial Evaluation

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

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;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 125 points
2. Bids not meeting (a)(b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 an 70/30 ratio of technical merit and price, respectively. The total available point equals 30 and the lowest evaluated price is \$75.00 per hour (75).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		27/30	18/30	24/30
Bid Evaluated Price		\$120.00	\$90.00	\$75.00
Calculations	Technical Merit Score	$27/30 \times 70 = 63$	$18/30 \times 70 = 42$	$24/30 \times 70 = 56$
	Pricing Score	$75/120 \times 30 = 18.75$	$75/90 \times 30 = 25$	$75/75 \times 30 = 30$
Combined Rating		81.75	67	86
Overall Rating		2 nd	3 rd	1 st



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 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. [procurement process.](#)

5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.1.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:



-
- b) The status of the contractor (individual, unincorporated business, corporation or partnership):
-
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
-
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
-

5.1.4 Former Public Servant

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

Print Name

Signature

5.1.5 Electronic Payment of Invoices – Contract

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

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



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 provided 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 procurement 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

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

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work to be performed is in accordance with the Statement of Work at Annex "A".

6.3 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.

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

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



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael Peters
 Title: Contracting Specialist
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6

 Telephone: (506) 429-2359
 Facsimile: (506) 452-3676
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.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.

6.5.2 Project Authority (To be named at contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 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.

6.5.3 Contractor's Representative (To be named at contract award)

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

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



6.6 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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid in accordance with Annex B – Basis of Payment

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Multiple Payments

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: AP Coder (inserted at contract award)

6.9 Certifications and Additional Information

6.9.1 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.

6.10 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*).



6.11 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) 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.
- (c) 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date at contract award*)

6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$26,400.00 for Goods and under \$105,700.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance G1005C (2016-01-28)

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.



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Development of scientific methods for assessment and providing catch advice for the Eastern Georges Bank haddock fishery

1.2 Introduction

Fisheries and Oceans Canada (DFO) is collaborating with National Oceanic and Atmospheric Administration (NOAA) Fisheries of the United States (US) to develop a modelling approach for the 2021 assessment framework for Eastern Georges Bank haddock in Northwest Atlantic Fisheries Organization (NAFO) management unit 5Z_{jm}. The 5Z_{jm} haddock stock is jointly managed by Canada and the United States through the Transboundary Resource Assessment Committee (TRAC). An international working group will be formed in September 2020 to work towards developing the benchmark stock assessment framework for the Eastern Georges Bank haddock. The TRAC rejected the existing analytical modelling approach, a virtual population assessment (VPA), in 2019 because the model could no longer provide reliable results due to the presence of large retrospective patterns. Other challenges with modelling the population dynamics of the stock include density dependent growth driven by exceptionally large year classes. Science advice for management of the 5Z_{jm} haddock stock is currently developed using indicators. A modelling approach to provide reliable management advice is needed.

The scope of this project will be to evaluate of the technical aspects surrounding analysis of fisheries data and to lead the modelling work to be conducted for 5Z_{jm} haddock. The modelling approach will ultimately be decided collaboratively by the working group but is expected to be based on either using an assessment model with multiple sensitivities or having multiple operating models.

The tasks will include the following:

- A. Participate in bi-weekly working group meetings.
- B. Process the data inputs (Canadian and US fishery catch-at-age; landings, growth, maturity; survey indices) from extractions from DFO and NOAA databases.
- C. Implement the modelling approach to characterize the population dynamics of 5Z_{jm} haddock that will be decided by the working group using an open source software;
- D. Conduct one of the following:
 - a. Multiple sensitivity analyses to assess the influence of uncertainties in 5Z_{jm} haddock population dynamics and provide short-term projections of catch and biomass under alternative harvest scenarios.
 - b. Develop operating models to characterize uncertainties in 5Z_{jm} haddock population dynamics and use in closed loop simulation to provide projections of catch and biomass under alternative harvest scenarios.
- E. Provide advice to the Transboundary Management Guidance Committee on appropriate reference points.
- F. Present results and progress reports to the working group;
- G. Prepare a written report to document all methods and results for preparing the data inputs and modelling.
- H. Provide all software and open-source code for processing of data inputs (including script for calculating catch-at-age) and all population dynamics modelling, simulations, reference points, and projections.
- I. Present the methods and results at a peer-review meeting and participate in the peer-review process of the modelling approach.



- J. Provide 40 hours, consecutive half days, of training on the implementation of the modelling approach to 1-2 DFO science representatives to be provided over MS teams.
- K. Provide up to 40 hrs of model implementation support via email or other remote communication.

1.4 Objectives of the Requirement

The contractor must collaborate with DFO Science in the process of developing a robust modelling approach for characterizing 5Z_{jm} haddock population dynamics, providing stock projections, and evaluating harvest scenarios. Working group meetings will be held remotely and the direction of the modelling approach may be driven by the working group; however, DFO has the option of pursuing alternative modelling approaches separately from the working group to be presented as an alternative to the approach developed by the working group. The contractor will therefore proceed with a modelling approach under the direction of DFO Science.

1.5 Background, Assumptions and Specific Scope of the Requirement

Haddock on Eastern Georges Bank is an important commercial fishery for both Canada and the US. This stock has been jointly assessed by Canada/US by the TRAC since 1998. The VPA models developed at the 1998 TRAC assessment has been applied in the annual assessment until 2018, then the model started to display significant diagnostic problems. In recent years the catch advice has been based on fishery and survey indicators, the uncertainties associated with this approach has caused concerns from fishery management and the fishing industry. Hence, a new benchmark model is required for this stock to assess the stock status and provide catch advice.

This project requires scientific expertise in the fields of fisheries science, simulation modelling, development of tools for quantitative analyses of fisheries data, and implementation and development of management strategy evaluation tools.

Time frame for completion: It is the intent of DFO for the full extent of this contract to be carried out by March 31st, 2021. The working group meetings will begin as soon as the contract is awarded draft deliverables will be due March 31st, 2021.

Relevant documents:

O'Boyle, R. 1998. Proceedings of the Transboundary Resources Assessment Committee. Canadian Stock Assessment Proceedings Series 98/10.

Transboundary Resources Assessment Committee. 2019. Eastern Georges Bank Haddock. TRAC Status Report 2019/03

Transboundary Resources Assessment Committee. 2020. Eastern Georges Bank Haddock. TRAC Status Report 2020/03

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Tasks and Activities

- A. Participate in bi-weekly working group meetings; contract award – March, 2021.
 - i. Provide advice on approaches for dealing with the challenges observed in previous assessments.
 - ii. Present preliminary modelling results to the working group for feedback.
- B. Process the DFO and NOAA data for input into the modelling framework. This will involve calculating landings by fleet (including estimates of discards), estimating growth and maturity



- parameters by year, developing a script to estimate catch-at-age by fleet from database extraction files, and processing the DFO and NOAA survey data to develop indices of biomass and age composition.
- C. Implement the analytical model using an open source software package that characterizes the population dynamics of 5Z_{jm} haddock based on available survey, landings, and catch data from DFO and NOAA.
 - D. Develop sensitivity model runs and projections to assess the influence of uncertainties in haddock fishery dynamics under alternative harvest scenarios; or develop alternative operating models to characterize uncertainties in haddock fishery dynamics for use in a MSE using closed loop simulation.
 - E. Estimate reference points for the stock using methods determined by the working group.
 - F. Present progress on the modelling work at working group meetings and implement recommendations from the working group.
 - G. Provide open source code for processing the data inputs and for the modelling work.
 - H. Submit draft report to DFO science by March 31, 2021 for scientific review and present the work in a peer-review meeting.

Deliverables

The deliverables of this contract are the following:

- 1. A written report that includes:
 - a. methods for the processing the data inputs;
 - b. overview of the rationale for modelling approach;
 - c. model specifications (i.e., equations for population dynamics, statistical functions, and numerical procedures, where appropriate);
 - d. evaluation of historical estimation performance (i.e., retrospective analysis) and future forecasting performance (i.e., prospective analysis);
 - e. model sensitivity analyses to input parameter assumptions;
 - f. estimated reference points;
 - g. conclusions and recommendations for future assessment research;
 - h. graphical and tabular outputs of estimated biomass, status, recruitment, fishing mortality and other results (as required by the Scientific Authority).
- 2. An R package and scripts conducting all analyses and 40 hours of training for DFO Science staff.

Meetings

- 1. Bi-weekly working group meetings (remote) Contract Award – March 2021
- 2. 3-day Modelling Peer Review Meeting March 2021

2.2 Specifications and Standards

As specified in Section 2.1, the work will be considered as completed when the deliverables listed are completed and made available to the Scientific Authority. A written report is required in electronic format.

2.3 Technical, Operational, and Organizational Environment

The contractor will be required to demonstrate the ability to perform the tasks listed in section 2.1. This will include demonstrated expertise in the above area and most of the tasks will be performed in the contractor's own premises. Workspace, and computer hardware and software required to fulfil the contract will not be provided. On request, the contractor must be prepared to demonstrate progress in completing analyses, and will solicit and address feedback from the scientific authority



and/or working group. The proposed approach will be discussed with the scientific authority or her delegate at the outset of the project.

2.4 Method and Source of Acceptance

The presentation material for meetings (e.g., copy of PowerPoint slides) will be provided to the Scientific Authority by email prior to the meetings for distribution to working group participants. The modelling work will be presented in working group meetings. All products including the modelling approach and results will be presented at a peer-review meeting. A final report and all source code will be delivered electronically.

2.5 Reporting Requirements

The contractor will be required to maintain frequent contact (bi-weekly progress meetings or working group meetings) with the Scientific Authority and/or working group to provide feedback and suggestions regarding progress. The contractor will be required to attend the meetings outlined in Section 2.1 and deliver a draft report to the Project Authority by March 31, 2021.

2.6 Project Management Control Procedures

The individual identified in the proposal as the Scientific Authority shall:

- i. maintain frequent contact with contractor to gauge progress and to receive updates on progress;
- ii. ensure that the contractor is provided with all the necessary available DFO Science information in timely manner to complete the tasks and conduct the modelling;
- iii. communicate the timing, dates, and location of meetings and the framework assessment meetings.

The Scientific Authority will be supplied with a plan describing the qualifications of the contractor and a brief proposal regarding how the data provided to the contractor will be analysed. The Scientific Authority will be provided with opportunity to comment on these materials. Once per month, the Scientific Authority or his delegate will review project progress through a meeting with the contractor.

A draft of the Final Report will be submitted before March 31, 2021. The Scientific Authority or his delegate will have an opportunity to review a draft copy of the final report and will be provided with a 10 working-day review period. The contractor is expected to address revisions accordingly, and, when differences of opinion exist, discuss these with the Scientific Authority.

2.7 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 instructions from anybody other than the Contracting Authority

2.8 Ownership of Intellectual Property

The Crown will own IP – The data provided to the contractor are publicly available. The data products (documents and programming scripts (included in the deliverables) described in this contract will remain property of the Crown.



3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

The contractor will have:

- i. access to the Scientific Authority who will coordinate activities and provide available DFO Science information as required;
- ii. access to the Scientific Authority for comments on draft reports;

3.2 Contractor's Obligations

The contractor must provide periodic status updates (email format) and must provide regular (minimum biweekly) opportunities for the Scientific Authority and/or working group to provide feedback and suggestions regarding progress/directions in the analyses. Content of project updates is expected to include descriptions of the methodology being used and some discussion of the rationale behind those methodology including discussion on how feedback from the working group has been addressed.

3.3 Location of Work, Work site and Delivery Point

The majority of the work is expected to be completed in the contractor's own work premises and using the contractor's own equipment. Whenever possible, phone or Microsoft Teams meetings will be used to communicate questions and clarifications between the contractor and the Scientific Authority and/or working group. The peer review meeting outlined in Section 2.1 requires the contractor to attend a multi-day meeting virtually.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.4 Language of Work

The contract, and associated correspondence with the scientific authority, will be conducted in English Advanced for Oral, Comprehension, and Written.

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



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

3.7 Travel and Living

Canada will not be reimbursing accommodations and living expenses incurred associated with the performance of this contract.



ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following basis of payment for all professional services, including all associated costs necessary to carry out the required work in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Phase No.	Deliverable	Payment Value
1	A written report in accordance with Annex A.	\$
2	An R package and scripts in accordance with Annex A	\$
3	Two weeks of training for DFO Science Staff	\$
4	All-inclusive cost to prepare and remotely present at a 3-day Modelling Peer Review Meeting.	\$
Total CAD (exclusive of taxes)		\$



ANNEX "C" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Evaluation of Proposals
<p>Bidders' proposals must clearly demonstrate that the proposed resource(s) meet <u>all Mandatory Requirements</u> for it to be considered for further evaluation. Failure to demonstrate this will result in the proposal being deemed non-compliant and it will not be considered.</p> <p>The Bidder must include the following tables in the proposal, indicating how the proposed resource meet both the mandatory and point-rated criteria. Reference must be made to the proposal page number or section that contains information to verify that the criterion has been met.</p> <p><u>The Bidder's proposal must provide examples of project experience held by the proposed resource to demonstrate compliance and must include the following information for each project:</u></p> <ul style="list-style-type: none"> • The client organization; • The dates/duration of the project (month and year); • A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource(s); • A description of the activities performed by the proposed resource(s); and, • The name and contact information of the client Project Authority.

The Contractor may compose their team however they want, only the senior analyst will be evaluated. Any other resource working on the project must have expertise in fisheries, population dynamics model development, and presenting scientific results in international peer review meetings. They would be expected to have performed similar work with other international fish stocks.

Senior Analyst's Name: _____		
No.	ITEM	Proposal Page# (Bidder to Complete)
M1	The proposed resource must have a minimum of 36 months experience analyzing fishery data and developing assessment tools for fisheries.	
M2	The proposed resource must have at least seven (7) scientific publications in peer-reviewed journals in one or a combination of the following fields related to stock assessment: population dynamics, fisheries oceanography, and/or management strategy evaluation for commercially-harvested fish stocks.	



M3	The proposed resource must have a minimum of 36 months experience conducting either assessment modelling with multiple sensitivities or closed loop simulations for management strategy evaluation.	
M4	The proposed resource must have a minimum of 36 months experience facilitating meetings between multiple stakeholders, fisheries science and fisheries management groups to communicate scientific findings and management procedures.	
M5	The proposed resource must have experience of participation as reviewer or assessment lead for at least one federal government scientific process such as CSAS or equivalent.	



RATED REQUIREMENTS

No	Rated Criteria	Max Points	Evaluation Grid	Reference to Resumé Page # (Bidder to Complete)
R1	The proposed resource demonstrates experience analyzing fishery data and developing assessment tools for fisheries.	/15	37 to 60 months experience = 5 points 61 to 108 months experience = 10 points 109 months+ experience = 15 points	
R2	The proposed resource demonstrates scientific publications in peer-reviewed journals in one or a combination of the following studies related to stock assessment: population dynamics, fisheries oceanography, management strategy evaluation for commercially-harvested fish stocks.	/15	8 publications = 5 points 9 – 10 publications = 10 points >10 publications = 15 points	
R3	The proposed resource demonstrates experience conducting either assessment modelling with multiple sensitivities or having multiple operating models.	/15	37 to 48 months experience = 5 points 49 to 60 months experience = 10 points 61 months+ experience = 15 points	
R4	The proposed resource demonstrates experience facilitating meetings between multiple stakeholders, fisheries science and fisheries management groups to communicate scientific findings and management procedures.	/15	37 to 48 months experience = 5 points 49 to 60 months experience = 10 points 61 months+ experience = 15 points	



R5	The proposed resource demonstrates experience of participation as reviewer or assessment lead for at least one federal government scientific process such as CSAS or equivalent.	/15	2 Processes = 5 points 3 Processes = 10 points 4+ Processes = 15 points	
R6	The proposed resource demonstrates evidence of completing at least two (2) either assessment models with multiple sensitivities or having multiple operating models, where the chosen procedure was used by fisheries management for at least one year.	/15	2 Modelling framework or MSEs = 5 points 3-5 Modelling framework or MSEs = 10 points 6+Modelling framework or MSEs = 15 points	
R7	The proposed resource demonstrates evidence of having completed either assessment models with multiple sensitivities or completed a management strategy evaluation within a 24 month time frame – where the procedure was then used by fisheries management for at least one year.	/20	1 Modelling framework or MSE = 5 points 2 Modelling framework or MSEs = 10 points 3+ Modelling framework or MSEs = 15 points 3+ Modelling framework or MSEs and MSE used by fisheries management = 20 points	
R8	The Bidder will deliver open source code for the stock assessment model including any sensitivities and/or MSE simulations. In the proposal the bidder must indicate a response to R8.	/15	No = 0 points Yes = 15 points	

Total points : 125 points max

Pass mark : 25 points