



**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
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

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 à : 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 :

THIS DOCUMENT DOES NOT CONTAIN A
SECURITY REQUIREMENT

Title / Titre Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework - Consultant		Date June 15, 2021
Solicitation No. / N° de l'invitation 30000065		
Client Reference No. / No. de référence du client(e) 30000065		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM EDT (Eastern Daylight Time / HAE (Heure avancée de l'Est) On / le : June 30, 2021		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Steve Whiteduck Email / Courriel: stevewhiteduck@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci		Delivery Offered / Livraison proposée
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable with this bid solicitation.

1.2 Statement of Work

The work to be performed is detailed under Appendix "A" Statement of Work.

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

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.

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](#) (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) 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 three (3) 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 Ontario.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) soft copy in PDF)

Section II: Financial Bid (one (1) soft copy in PDF)

Section III: Certifications (one (1) soft copy in PDF)

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 Pricing Schedule detailed in Attachment 1 to Part 3.

Section III: Certifications

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

3.1.1 Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

- 1) select option 1 or, as applicable, option 2 below; and
- 2) include the selected option in Section II of their bid, after having completed it (as applicable).

The Bidder is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Option 1:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) will be accepted:

() MasterCard

Option 2:

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

3.1.2 SACC Clause C3011 (2013-11-06) Exchange Rate Fluctuation

This requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

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

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

Definition of a Day/Proration

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

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

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

Description	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. (Days)	Total (in CDN \$)
	(A)	(B)	(C) = (A x B)
Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework – Consultant – Level 3	\$ _____	___ days	\$ _____
Total Evaluated Price :			\$ _____



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

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Crown reserves the right to validate all information provided in the bid.

The Bidder **MUST** include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The Bidder must provide in their bid the evidence that he or she meets each criterion mandatory mentioned below.

The following mandatory criteria will be assessed:

Criteria No.	Mandatory Technical Criterion	Met	Not Met	Cross Reference to Proposal with Page number
M1	The bidder's proposed resource must have a graduate degree in Biology, or Environmental Science, or Natural Resource Management or related fields. The bidder must provide a copy of degree before the bid closing date.			
M2	The bidder's proposed resource must have a minimum of one-hundred twenty (120) cumulative months of professional work experience in monitoring program development, review, execution, and reporting. <ul style="list-style-type: none"> • Description of the project; • Scope of the project; • Description of the consultant's role • Timeframe (from/to dates in months/years) 			
M3	The bidder's proposed resource must have a minimum of one-hundred twenty (120) cumulative months experience in fisheries monitoring (include CV to demonstrate) <ul style="list-style-type: none"> • Description of the project; 			



	<ul style="list-style-type: none"> • Scope of the project; • Description of the consultant's role • Timeframe (from/to dates in months/years) 			
--	--	--	--	--

4.1.1.2 Point Rated Technical Criteria

The bidder must clearly indicate the dates, projects, directorates and a brief description for each. Years of experience is calculated based on cumulative years and need not be consecutive.

Criteria No.	Point Rated Technical Criteria	Point Breakdown Structure	Proposal Pg. No.
PR1	The Bidder's proposed resource should have experience in the development of comprehensive monitoring and management systems and/or frameworks within the last forty-eight (48) months of bid closing date.	From 1 to 11 months = 2 points From 12 to 23 months = 6 points From 24 to 47 months = 8 points From 48 months and over = 10 points Maximum of 10 points	
PR2	The Bidder's proposed resource should have experience in the preparation of professional reports frameworks within the last forty-eight (48) months of bid closing date.	From 1 to 11 months = 2 points From 12 to 23 months = 6 points From 24 to 47 months = 8 points From 48 months and over = 10 points Maximum of 10 points	
PR3	The Bidder's proposed resource should have experience working collaboratively with Indigenous and Indigenous Organizations frameworks within the last forty-eight (48) months of bid closing date.	From 1 to 11 months = 2 points From 12 to 23 months = 6 points From 24 to 47 months = 8 points From 48 months and over = 10 points Maximum of 10 points	
PR4	The Bidder's proposed resource should have experience leading or facilitating workshops or working groups, focused on monitoring program development or reporting with Indigenous participation frameworks within the last forty-eight (48) months of bid closing date.	<ul style="list-style-type: none"> • Facilitated workshops = 2 points • Facilitated workshops on monitoring program development or reporting = 4 points • Facilitated workshops on monitoring program development including Indigenous participation = 6 points • Facilitated a minimum of three (3) workshops on monitoring program development including Indigenous participation = 10 points Maximum of 10 points	
Minimum passing mark is 32 points		Total maximum points : 40 points	

4.1.2 Financial Evaluation

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

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the in Annex B – Basis of Payment.



4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

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 **32 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **40 points**.
2. Bids not meeting (a) or (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 divided by the 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.
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 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$
Combined Rating	84.18	73.15	77.70
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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to 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 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/canada/esdc/labour) 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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources



The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability

5.2.3.2 Education and Experience

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

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 Personnel Identification Form (PIF)

Bidders must complete the Personnel Identification Form found in Attachment 1 to Part 5.

5.2.3.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.3.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.6 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:

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

5.2.4 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: 2019-01](#) 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.



**ATTACHMENT 1 TO PART 5
PERSONNEL IDENTIFICATION FORM**

Contract / file number: 30000065

PROJECT TITLE: Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework - Consultant

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory (Bidder) : _____

Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

I approve

I do not approve based on:

Contracting Security Authority: _____

Date: _____



ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

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



PART 6 - 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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

Subsection 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

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

Insert: Invoice submission

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort,



- subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to *(to be inserted upon award)* inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Whiteduck (Consultant)
Department: Department of Fisheries and Oceans
Address: 200 Kent Street, Ottawa, ON K1A 0E6
Telephone: 343-548-6761
E-mail: steve.whiteduck@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

The Project Authority for the Contract is: *(to be inserted upon award)*

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 inserted upon 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

The Contractor will be paid for its cost reasonably and properly incurred in the performance of the work, in accordance with the 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.

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.

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.

6.8 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



-
- b. all such documents have been verified by Canada;
 - c. the Work performed has been accepted by Canada.

6.9 Invoicing Instructions

The Contractor must submit invoices in accordance with subsection 6.3.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- 1. a copy of time sheets to support the time claimed;
- 2. a copy of the release document and any other documents as specified in the Contract;

Payments will be made provided that the invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: TBD

6.9.1 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International).

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2020-05-28) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated *(insert info at contract award)*



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.

6.14 Dispute Resolution

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



ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework

2.0 OBJECTIVE

Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework (Framework) in collaboration with Fisheries and Oceans Canada (DFO), Coastal First Nations – Great Bear Initiative (CFN), and the signatory Nations of the Fisheries Resources Reconciliation Agreement as well as conducting a review of existing CBF or Rights Based Fisheries (RBF) and potentially overlapping commercial fisheries.

2.1 Background

Fisheries and Oceans Canada has prioritized moving fisheries reconciliation discussions forward, such as the Fisheries Resources Reconciliation Agreement (FRRA; the Agreement) signed on July 26, 2019, amended June 30th, 2020. This Agreement is between the Government of Canada and eight of the Nations of Canada's north, central coasts and Haida Gwaii: Gitxaala, Metlakatla, Gitga'at, Kitasoo/Xai'ais, Heiltsuk, Nuxalt, Wuikinuxv, and Haida nations. This Agreement aims to establish a collaborative governance process for fisheries management and advance economic opportunities through the establishment of community-based commercial fisheries that will provide fisheries access and reestablishment a First Nations small boat fleet.

To date, much of the discussion around this Agreement has been focused on collaborative governance models and mechanisms to improve economic access and community based fishing opportunities. This includes a development of a new community-based fishery that would support local economies and re-establish and invigorate First Nations' small boat independent fleets. The development of management plans and the regulatory reforms on a per species basis necessary to execute the community based fishery has been identified as an essential component of this work. These management plans will also include an adequate monitoring and reporting system that will align First Nations catch monitoring systems with the National Fishery Monitoring Policy and should provide for:

- Fishing activity monitoring (gear marking, time and location);
- Catch monitoring and biological sampling (landings and releases of target species, bycatch and discards of non-target species);
- Timely catch reporting and data management;
- Traceability, accountability and quality control;
- Practicality and affordability for the fishery and fishers; and
- Clarity on responsibilities for costs associated with monitoring, including log book fees, validation, or other monitoring fees payable to service providers, if any.

This contract is the first step towards creating a First Nations Fishery Monitoring Framework that will standardize the development of fishery- or species-specific monitoring programs and advance the implementation of the FRRA community-based commercial fisheries in the Pacific Region. This work will provide guidance as to how First Nations fisheries monitoring programs could be implemented elsewhere as well.



3.0 TERMINOLOGY

Terminology used in this document is defined where it is first used. The following list will assist readers who may choose to review only portions of the document.

The Agreement	FRAA; Fisheries Resources Reconciliation Agreement.
CA	Contracting Authority; The representative responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority
CBF	Community Based Fisheries referring to commercial fisheries collaboratively developed, governed, and managed pursuant to the Agreement
CFN	Coastal First Nations of British Columbia's north and central coasts and Haida Gwaii allied as part of the CFN Great Bear Initiative
Contract	Refers to the work to be undertaken based on this RFP by the successful bidder
Contractor	The successful bidder selected to undertake the work outlined in this RFP
DFO	Fisheries and Oceans Canada
Ecosystem-Based Management	An adaptive approach to managing human activities that seeks to ensure the coexistence of healthy, fully functioning ecosystems and human communities. The intent is to maintain those spatial and temporal characteristics of ecosystems such that component species and ecological processes can be sustained and human well-being supported and improved
The Framework	The proposed First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework outlined in this SOW
FMR	Fisheries Monitoring and Reporting
FRAA	The Agreement; Fisheries Resources Reconciliation Agreement.
PA	Project Authority; for the purposes of this SOW, refers to the DFO representative for whom this SOW is being carried out under the Contract, and who is responsible for all matters concerning the technical content of the work under the Contract.
Precautionary Approach	Means in fisheries management being cautious when scientific information is uncertain, unreliable or inadequate and not using the absence of adequate scientific information as a reason to postpone or fail to take action to avoid serious harm to a resource
RBF	Rights Based Fisheries
RFP	Request for Proposal
SOW	Statement of Work

4.0 REFERENCE DOCUMENTS

The Contractor is encouraged to review DFOs' National Fishery Monitoring Policy, Introduction to the Procedural Steps for Implementing the Fishery Monitoring Policy and potentially relevant aspects of DFOs Sustainable Fisheries Framework. These are available here:

- <https://www.dfo-mpo.gc.ca/reports-rapports/regs/sff-cpd/fishery-monitoring-surveillance-des-peches-eng.htm>
- <https://www.dfo-mpo.gc.ca/reports-rapports/regs/sff-cpd/fmp-implementation-psp-mise-en-oeuvre-eng.htm>



-
- <https://www.dfo-mpo.gc.ca/reports-rapports/regs/sff-cpd/overview-cadre-eng.htm>

Information on the CFN can be found here:

- <https://coastalfirstnations.ca/>

DFO will also provide the necessary supporting documentation with relevant information from the Fisheries Resources Reconciliation Agreement and Schedules to the Contractor on award of the contract.

5.0 REQUIREMENTS

5.1 Scope of work

The Contractor will work closely with a joint CFN- DFO Steering Committee to develop a First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework which will outline the key components to be considered and addressed when developing CBF monitoring and reporting programs. This Framework will serve as a guidance document for development of a pilot monitoring and reporting program and future DFO and FN joint Fisheries Monitoring and Reporting (FMR) programs. The following principles will guide and support the development of the Framework:

- The Nations/DFO Collaborative Guiding Principles (see attached)
- The Community Based Fishery Guiding Principles (see attached)
- DFO Fishery Monitoring Principles <https://www.dfo-mpo.gc.ca/reports-rapports/regs/sff-cpd/fishery-monitoring-surveillance-des-peches-eng.htm#toc7>

These principles and collaboration-related requirements may be more specifically outlined in the form of a Collaborative Governance Agreement by the time of contract execution.

The Framework will need to be robust enough to guide the development of future fisheries-specific monitoring programs while retaining sufficient flexibility to allow application to any potential CBF within the FRRRA. The Framework should prompt the evaluation and characterization of the key components of a fishery that should be understood to optimize resource allocation, methodology selection, and value of data. The Framework should also consider the importance of identifying relevant existing policies or monitoring programs with which alignment should be sought, such as DFO's National Fisheries Policy and Sustainable Fisheries Framework, creel and catch monitoring programs such as those implemented by the North Coast-Skeena First Nations Stewardship Society, Central Coast Indigenous Resource Alliance and the Haida Fisheries Program, and the Coastal Guardian Watchman program.

In anticipation of future development of fisheries monitoring programs based on this Framework, the Contractor will also conduct review of existing CBFs or rights based economic fisheries, such as the T'aaq-wiihak fishery implemented by the Ha'oom Fisheries Society, in the Pacific Region as well as commercial fisheries which may overlap with future CFN CBFs. For each fishery, the review will summarize available information which may have relevance to the development of a CBF monitoring program, such as:

- Fishery characteristics (stock and fishery size, effort, gear);
- Regulatory and/or management regime;
- Monitoring methods (program components and implementation);
- Monitoring objectives (including basis for determining appropriate level of monitoring if available);
- Data characteristics;
- Data collection and reporting standards and format; and



- Monitoring program costs and how it is funded (e.g. fishers, governments, NGO's academia, etc).

The specific requirements of this SOW are listed below. Each of these requirements are subdivided into tasks and further described and in Section 5.2 of this document.

- 5.1.1 Requirement – Project Workplan and Schedule Development;
- 5.1.2 Requirement – Review of Existing CBF and RBF and Potentially Overlapping Commercial Fisheries;
- 5.1.3 Requirement – Identification of Potential CBF FMR Key Components;
- 5.1.4 Collaborative Selection of Key Framework Components;
- 5.1.5 Requirement – CBF FMR Key Component Development Workshop;
- 5.1.6 Requirement – Development of Draft Framework; and
- 5.1.7 Requirement – Consultation Materials.

5.2 Tasks

This section provides a precise and systematic description of each individual task to be performed by the contractor to meet the objectives detailed in the Section 5.1 “Scope of Work”.

5.2.1 Requirement – Project Workplan and Schedule Development

5.2.1.1 Task – Develop a Draft Project Schedule outlining key deliverables and timelines and identifying DFO and CFN input and review requirements.

The Contractor must draft a schedule based on the tasks outlined in this SOW as well as information provided by DFO on timeline constraints or other pertinent requirements (e.g. availability of DFO or CFN, fiscal deadlines, fishery timelines, or consultation/notification timeline requirements).

5.2.1.2 Task – Collaborative Review and Development of a Final Project Schedule outlining key deliverables and timelines and identifying DFO and CFN input and review requirements.

The draft schedule is to be submitted to the CFN-DFO Steering Committee and a final schedule to be agreed upon collaboratively. Also see considerations in Sections 5.3 through 5.6 of this SOW.

5.2.2 Requirement – Review of Existing CBF and RBF and Potentially Overlapping Commercial Fisheries

5.2.2.1 Task – Review of CBF and RBF in British Columbia as well as Commercial Fisheries which may potentially interact with existing or future CBFs.

The Contractor must identify and characterize existing CBFs or rights based economic fisheries, such as the T'aaq-wiihak fishery implemented by the Ha'oom Fisheries Society, in the Pacific Region as well as select commercial fisheries which may overlap with future CFN CBFs or as determined with guidance from the CFN-DFO Steering Committee. For each fishery, the review will summarize available information which may have relevance to the development of a CBF monitoring program, such as:

- Fishery characteristics (stock and fishery size, effort, gear);
- Regulatory and/or management regime;



- Monitoring program development (key aspects of approach and lessons learned);
- Monitoring methods (program components and implementation);
- Monitoring objectives (including basis for determining appropriate level of; and monitoring if available)
- Data characteristics.
- Data collection and reporting standards and format
- Monitoring program costs and how it is funded (e.g. fishers, governments, NGO's academia, etc.)

Information may be collected through literature searches, internet searches and interviews with fishery representatives.

5.2.2.2 Task – Summarize Review Results.

Results of the review should be summarized in an easy-to use format within a report. This information will support the development of future monitoring programs and may provide insights useful in Framework development.

5.2.3 Requirement – Identification of Potential CBF FMR Key Components

5.2.3.1 Task – Scoping of Potential Fishery Monitoring Program Development Components.

Contractor must construct a definition of 'Key Fishery Monitoring Component' and conduct a scoping exercise to identify potential components which may be important to consider when developing a CBF Fishery Monitoring and Reporting program. In doing this, Contractor will consider the potential breadth of FRRA CBF and the regulatory reforms agreed to or proposed, alignment with the National Fisheries Monitoring Policy, as well as the considerations, principles and objectives outlined in Section 5.1 of this SOW.

5.2.3.2 Task – Descriptions of Potential CBF FMR Key Components.

Contractor must develop brief descriptions in plain language of each Potential Key Component identified and provide a rationale as to why each monitoring component should be included in the Monitoring framework.

5.2.4 Requirement – Collaborative Selection of Key Framework Components

5.2.4.1 Task – Development of Materials for Collaborative Review of Potential CBF FMR Key Components.

Contractor must develop a plain language presentation to be used to facilitate a collaborative review of the Potential Key Components with lead CFN and DFO representatives. The purpose of this Workshop is to reach collaborative agreement on the Key CBF FMR Components needed to guide and standardize the development of CBF FMR programs and which will form the basis of the Framework.

5.2.4.2 Task – Facilitation of CBF FMR Key Component Selection Workshop.

The contractor will lead and facilitate a CBF FMR Key Component Selection Workshop. Attendees will be representatives from CFN and DFO and will be identified by CFN-DFO Steering Committee, with input from the Contractor. DFO will coordinate the logistics of the workshop (time, venue, invitations, attendance) in collaboration with the CFN. The workshop will be conducted by teleconference. CFN and DFO participants will come



equipped to jointly evaluate and reach collaborative agreement on the Key Components to be carried forward into the Framework.

5.2.4.3 Task – CBF FMR Key Component Selection Follow-up Documentation.

The Contractor must compile a summary of the collaborative review process and outcomes. This must include the mutually agreed list of Key Components to be included in the Framework along with any relevant explanations, descriptions, examples or definitions generated during the workshop.

5.2.5 Requirement – CBF FMR Key Component Development Workshop

5.2.5.1 Task – Development of Materials for CBF FMR Key Component Development Workshop.

Contractor must develop a plain language presentation aimed at obtaining input on, and the further development of, the Key Framework Components identified in Task 5.2.4. Participants will be selected by the CFN and DFO and are expected to be CFN and DFO members with practical experience on the ground who could provide insight into better characterizing each Key Component, the feasibility of implementing each Key Component and who could discuss potential barriers to implementing certain elements. The aim of this workshop will be to better define and characterize each Key Component to be included in the Framework and to compile examples or information which may be useful when addressing the Key Component during the development of a monitoring program.

5.2.5.2 Task – Facilitation of CBF FMR Key Component Development Workshop.

The contractor will facilitate a CBF FMR Key Component Development Workshop. DFO will coordinate the logistics of the workshop (time, venue, invitations, attendance) in collaboration with the CFN. The workshop will be conducted by teleconference. The contractor will actively seek, with the use of workshop facilitation tools such as break-out groups, technical input from participants on Key Components, such as relevant and useful examples for each key component, potential issues or constraints to be considered, additional resources or troubleshooting help, identifying subcomponents, implementation considerations, examples, monitoring tools, techniques and options.

5.2.5.3 Task – CBF FMR Key Component Development Workshop Follow-up Documentation.

The Contractor must compile workshop input by Key Component in a format that will allow integration into the Draft Framework.

5.2.6 Requirement – Development of Draft Framework

5.2.6.1 Task – Creation of Framework Outline.

Based on the outcomes of the workshops described in 5.2.3 and 5.2.4, the Contractor must create an outline of a CBF FMR Framework. This Framework will also include any necessary additional supporting sections to provide background, context, or guidance in application. The outline is to be reviewed and approved by the CFN-DFO Steering Committee.



5.2.6.2 Task – Development of Draft Framework.

The contractor must draft the Framework based on the approved outline. This Framework must address, as appropriate, all requirements, objectives and other information provided in this SOW and be designed to be used as a guidance document for the development of future CBF FMR programs. This Framework must be based on the outcomes of the Key Component Selection Workshop and integrate input from the Key Component Development Workshop, such as relevant and useful examples for each key component, potential issues or constraints to be considered, additional resources or troubleshooting help. Applicable monitoring tools, techniques and options should also be summarized and/or referenced where appropriate and may be based on the results of Requirement 5.2.2. The Rough Draft will be reviewed by the CFN-DFO Steering Committee.

5.2.6.3 Task – Incorporation of Input on Draft Framework.

The contractor must incorporate comments or changes requested by DFO or CFN into a Draft Framework to be submitted to the CFN-DFO Steering Committee.

5.2.7 Requirement – Consultation Materials

5.2.7.1 Task – Summarization of Process and Draft Framework for Consultation Purposes.

Contractor must provide a summary of the work undertaken and an overview of the Draft Framework. This document may be used by DFO or the CFN for internal or external consultation purposes. The summarization materials should be constructed plain language with the diverse potential audiences in mind.

6.0 DELIVERABLES

Required deliverables are listed below. All deliverables are to be provided in English and in electronic format. Details of the requirements related to each deliverable are described in Section 5.2 Tasks above:

- 6.1** Draft Project Schedule;
- 6.2** Final Project Schedule;
- 6.3** Materials for Facilitation of Collaborative Review of Potential FMR Program Development Components;
- 6.4** DFO/CFN Key Component Selection Workshop Meeting Follow-up Documentation;
- 6.5** DFO/CFN Key Component Development Workshop Meeting Follow-up Documentation;
- 6.6** Draft Framework;
- 6.7** Review of Existing CBF and Potentially Overlapping Commercial Fisheries; and
- 6.8** Consultation Materials.

7.0 CONSTRAINTS

Issues or constraints identified as having potential to affect cost, time or performance in completion of this SOW are identified below:

- Alignment with the Collaborative Governance Agreement; and
- Review and approval by CFN and DFO staff and their availability.

Note that it is anticipated that all communications will be undertaken electronically or by teleconference rather than in person, and that any technologies or facilities needed to support this will be provided by



DFO. Should this change, any additional time or costs incurred may be addressed through an amendment to this SOW or as otherwise determined appropriate.

8.0 SUPPORT PROVIDED BY CANADA

DFO will provide the following in support of Contract completion:

- Clarification and guidance as needed over the course of the work;
- DFO and CFN review and input of deliverables within the timeframes agreed upon in the Project Schedule;
- Coordination with CFN and the CFN-DFO Steering Committee;
- Coordination of, and logistical support for, the workshops, including identification and attendance of DFO and CFN attendees, provision of hardcopy materials (if needed) and teleconferencing technologies; and
- Active participation in workshops.

9.0 TIMEFRAME AND DELIVERY DATES

Delivery dates of individual deliverables will be determined as part of the Project Scheduling exercise, which is to be completed within two weeks of initiation of Contract.

10.0 LOCATION OF WORK

The location of work will be at the Contractor's premises.

11.0 TRAVEL

Travel and living expenses will not be reimbursed as part of this Contract.

12.0 LANGUAGE OF WORK

The work will be conducted in English.



ANNEX "B"

BASIS OF PAYMENT

Contract Period: From Contract Award to *(to be inserted upon award)*

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

Resource Category	All-inclusive fixed Per-Diem Rate	Level of effort (estimated)	Total
Development of a Draft First Nations Community Based Fishery Fisheries Monitoring and Reporting Framework - Consultant - Level 3	\$____TBD_____	50 days	\$_____
Tax (HST/PST/GST)			\$_____
Total:			\$_____

Definition of a Day/Proration

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

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

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