



**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

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).

Title / Titre LABORATORY PROCESSING OF BC HERRING BIOLOGICAL SAMPLES		Date 08 February, 2022
Solicitation No. / N° de l'invitation 30001860		
Client Reference No. / No. de référence du client(e) 30001860		
Solicitation Closes / L'invitation prend fin At / à : 14h00 AST On / le : 23 February, 2022		
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 : Kimberly Martin, Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@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 are no security requirements applicable to this proposal.

1.2 Statement of Work

The Work to be performed is detailed under Annex "a" of the resulting contract clauses.

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 or by telephone.

1.4 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).



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 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted 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 British Columbia.

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 the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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)

Important Note:

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 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. Emails with links to bid documents will not be accepted.

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.

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should 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 in Annex "B"



3.1.3 SACC Manual Clauses

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

4.1.2 Financial Evaluation – Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$53,700** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget A0036T (2007-05-25)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 20 points.

"Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



PART 5 - CERTIFICATIONS

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 Additional Certifications Required with the Bid

5.2.1 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.

5.2.2 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.2.3.3 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.



5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 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.

Name: _____

Date: _____

Signature: _____



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

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

6.2 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

6.3.1.1 [2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of [2010B](#) (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

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

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca. 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 28 February, 2023 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (3) additional one (1) year period(s) and one 15 month period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Martin
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Dr,
Fredericton, NB,
E3C 2M6

Telephone: 506-429-2397

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 inserted at Contract award)*

The Project Authority for the Contract is:

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

Telephone: _____

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 at Contract award)*

The Contractor's Representative for the Contract is:

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 costs 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 \$_____ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

1. 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.

2. 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 Methods of Payment- 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):

- i. Acquisition Card;
- ii. 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@DFO-MPO.gc.ca

AP Coder: _____ (to be 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 _____ (to be inserted at Contract award)

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) 2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at Contract award)

6.12 Insurance - G1005C (2016-01-28) No Specific Requirement

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.



6.13 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](#)".

6.14 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
 - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
 - Use public transportation or another method of green transportation as much as possible.



ANNEX "A"- STATEMENT OF WORK

TITLE: LABORATORY PROCESSING OF BC HERRING BIOLOGICAL SAMPLES

BACKGROUND

British Columbia herring stocks are managed as five major and two minor stock areas. Accordingly, catch and survey information is collected independently for each of these seven areas and science advice is provided on the same scale. All available biological data on spawn deposition, size and age composition of the spawning stocks, as well as commercial harvest data, are used to determine current abundance levels. Biological samples are collected from both commercial catch and from the test fishery (research) program from all stock areas. The herring samples collected are processed and the following fish data is obtained: fish length and weight, sex, age (herring scales), gonad length and weight, and maturity. Subsequently these sources of data are compiled and used as the information on mean weight-at-age and catch-at-age data that are the essential input data for the annual stock assessment model for BC herring. This contract is to conduct herring sample processing of all herring (commercial and research) samples. These samples are a critical part of the annual stock assessment for BC herring.

NOTE: For all years the total contract value includes labour costs, laboratory rental fees, fish disposal fees, all travel expenses (sample transport costs, private vehicle usage), communication costs (cell phones), stationary costs (pens, paper, printing costs), equipment costs (glass slides and tape for collecting herring scales for ageing), and miscellaneous material costs (gloves, twine). Contractors will only be paid for the samples that are submitted by the Scientific Authority for processing and for services described in this statement of work.

SCOPE OF WORK

The contractor will process herring samples collected in commercial and research herring fisheries. The contractor will be required to process up to 300 herring samples (1 sample = 100 herring). They will obtain the following information when processing the herring: fish length and weight, sex, gonad length and weight, fish maturity and herring scales for ageing. All herring samples will be processed using the report "Procedures for Collecting and Processing British Columbia Herring Samples" (Canadian Manuscript Report Fisheries Aquatic Science: 2030: 27 p) as the scientific document detailing sampling procedures or as directed by the Project Authority. This data will be entered into a MS Access database provided to the contractor by the Project Authority. Subsequently these sources of data are compiled and used as the information on mean weight-at-age and catch-at-age data that are the essential input data for the annual stock assessment model for BC herring.

RESOURCE REQUIREMENT

DFO is seeking a team who will, deliver the Services described in this Statement of Work. A minimum required team should consist of the following:

- 1) Project Manager
- 2) Laboratory Supervisor
- 3) Sampling Technician(s) – the project manager and laboratory supervisor can also act as a sampling technicians

The contractor is required to have sufficient staff to process at least five samples of 100 fish each, per day. Any changes from personnel listed in the Contract Proposal or sampling procedures must have approval by the Project Authority (PA).

The Project Authority and the contractor will determine a suitable start date for sample processing to begin prior to the contract start date (March 1st). This is dependent on the number of herring samples that the Project Authority has readily available for the contractor to sample. The sampling end date will be determined once the Project Authority knows the number of herring samples (mid to late April).



TASKS

The proposed resources must perform the following tasks:

Project Manager:

- Maintains liaison with DFO Project Authority (via phone, email or in person).
- Works with Project Authority to set up schedule for sample pick up and drop off as needed.
- Ensures that all herring samples are sampled correctly
- Monitors progress of work and ensure sampling stays on schedule.
- Works as a sampling technician as needed.

Laboratory Manager:

- Oversees the preparation and processing of all herring samples.
- Maintains liaison with contract Project Manager and as needed the DFO Project Authority (via phone, email or in person).
- Ensures that processing follows the procedures outlined by the Project Authority and the “Procedures for Collecting and Processing British Columbia Herring Samples”; Can. MS Rep. Fish. Aquat. Sci. 2030: 27 p.
- Supervises the sampling technicians.
- Works as a sampling technician as needed

Sampling Technician(s):

- Processes herring samples as directed by the Laboratory Manager and/or Project Manager
- The Project Manager and Laboratory Manager can be Sampling Technicians. This must be identified in the proposal.

OBJECTIVES & SPECIAL INSTRUCTION

The contractor must process herring samples collected in commercial herring fisheries, test fisheries and through research activities that are provided by the Project Authority.

For 2022, the Project Authority estimates there may be between 200 to 300 herring samples to process. This number could change depending on how many samples are obtained in the commercial and research herring fisheries along the BC coast. The Project Authority expects the same numbers of herring samples for the options years 2023, 2024, 2025 and 2026. The contractor will only be paid for samples that are provided by the Project Authority for processing.

The contractor should expect samples until the end of April since the commercial roe fishery and test fishery will be happening simultaneously. Herring scale slides need to be submitted to the Project Authority weekly to meet the PBS Schlerochronology Lab's deadline for the herring ageing request.

All herring samples must be processed using the report “Procedures for Collecting and Processing British Columbia Herring Samples” (Canadian Manuscript Report Fisheries Aquatic Science: 2030: 27p) (Annex 1) as the scientific document detailing sampling procedures. The procedures applicable for this contract are described on pages 4 to 6 in the section Sample Processing. The Project Authority may provide further instructions on the sampling procedures. Quality control on all aspects of sample processing will be monitored by Project Authority, or delegated authority.

Each herring sample will consist of 100 fish. The contractor must obtain the following fish information for each fish while processing the sample: fish length and weight, sex, gonad length and weight, fish maturity and herring scales for ageing. One preferred scale per fish will be collected for subsequent age determination by Pacific Biological Station (PBS) Schlerochronology lab personnel.

The contractor must use the sample labels with each herring sample bucket to obtain: location, date, gear, fishery, area, sampler, vessel, latitude and longitude. Both the fish and sample data will be directly entered into a MS Access database provided to the contractor by the Project Authority. All data must be backed up on the USB provided by the Project Authority daily.



The contractor must supply the laboratory space for herring sample processing. The facility provided should have good lighting, sufficient work space, and some freezer, cooler and/or cold storage space for herring bucket samples. A complete list of what the contractor will supply is outlined in the section Contractor Obligations. And a complete list of what the DFO Project Authority will provide the contractor with is outlined in the section DFO Obligations.

Priority of samples processed must be discussed with the Project Authority. The Project Authority must approve any samples to be discarded.

The contractor must arrange proper disposal of herring carcasses following sampling.

The contractor must clean the empty sample buckets and strap them into groups of 10.

LEVEL OF EFFORT AND CONTRACT DURATION

For the provision of all professional services, including all associated costs necessary to carry out the required work on an “**as needed**” basis for an estimated 52 working days per year or less, from March 1st, 2022 to February 28, 2023. Sample processing will occur between March 1 and May 15. Sample processing dates will not be extended beyond these dates.

DFO reserves the right to exercise an additional four (4) one (1) year option period, from March 1st, 2023 to February 29, 2024, March 1st, 2024 to February 29, 2025, March 1st, 2025 to February 28, 2026 and March 1st, 2026 to February 28 2027 with the work period concluding May 15th, 2026.

This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from Canada.

Estimated Level of Efforts days				
Initial Contract Starting From March 1st, 2022 to February 28, 2023	Option Period 1 from March 1st, 2023 to February 29, 2024	Option Period 2 from March 1st, 2024 to February 28, 2025	Option Period 3 from March 1st, 2025 to February 28, 2026	Option Period 4 from March 1st, 2026 to February 28, 2027 with work concluding May 15, 2026
(52) working days	(52) working days	(52) working days	(52) working days	(53) working days

DELIVERABLES AND MILESTONES

The contractor is required to provide all the herring sample processing data and gear including the MS Access database, sample labels, herring scale slides, cleaned empty strapped herring buckets, backup files, and Project Authority provided equipment, by May 15. Sample labels, clean empty strapped herring buckets and herring scale slides must be available for delivery to or pick up by the Project Authority on a weekly basis throughout the contract (March 1 to May 15). A timeline for sample delivery and/or pickup can be worked out with the Project Authority once the herring sample processing has started. The contractor must be willing to pick up samples if and when Project Authority is unable to deliver them.



METHOD AND SOURCE OF ACCEPTANCE

The Project Authority shall have the right to reject any service that is not considered satisfactory. The Project Authority is looking for the contractor to provide sample and fish data in the provided MS Access database. The contractor will use the sample labels with each herring sample bucket to obtain: location, date, gear, fishery, area, sampler, vessel, time, set number, sample number, latitude and longitude. The Fish data will include: fish length and weight, sex, gonad length and weight, and fish maturity. The contractor will provide herring scales on glass slides that corresponds to the fish data previously mentioned for ageing. These herring scales must be in acceptable condition by the Pacific Biological Station (PBS) Schlerochronology lab personnel. The contractor must supply the sample labels from each herring sample bucket to the Project Authority. The Project Authority will work with the contractor to ensure that these standards are met to ensure data quality.

LOCATION OF WORK

The work will be performed at the contractor's laboratory location. The contractor should be available to discuss the project, by email or by telephone with the project authority at a mutually convenient time. Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

SECURITY REQUIREMENTS

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

LANGUAGE OF WORK

The proposed resource **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level.

Legend/Légende	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <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. 	A person writing at this level can: <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.



DFO SUPPORT

The DFO Project Authority will provide the contractor with:

- frozen herring samples for contractor to process
- the MS Access data entry program for the biosample data
- USB drive for data backups
- if requested, a copy of "Procedures for Collecting and Processing British Columbia Herring Samples"; Can. MS Rep. Fish. Aquat. Sci. 2030: 27 p.
- metal herring scale holders,
- metal herring measuring board,
- small plastic measuring board,
- bucket strapping equipment (plastic strapping, bucket strapper, crimper and strapping buckles).

CONTRACTOR'S OBLIGATION

The Contractor is required to provide all equipment and material necessary to carry out performance of the work. These items include, but are not limited to:

- laboratory space
- laptop computer for the provided MS Access data entry program
- fish disposal (carcasses and/or roe may not be used for commercial purposes).
- slides and scalpels
- cleaning supplies
- gloves
- tubs and trays for holding fish
- tables or laboratory benches
- electronic balance
- miscellaneous stationery supplies



ANNEX “B”- BASIS of PAYMENT

LABORATORY PROCESSING OF BC HERRING CATCH SAMPLES

NOTE: For all years the total contract value includes labour costs, laboratory rental fees, fish disposal fees, all travel expenses (sample transport costs, private vehicle usage), communication costs (cell phones), stationary costs (pens, paper, printing costs), equipment costs (glass slides and tape for collecting herring scales for ageing), and miscellaneous material costs (gloves, twine). Contractors will only be paid for the samples that are submitted by the Scientific Authority for processing and for services described in this statement of work.

BILLING

DFO would like the contractor to submit two invoices and/or bills. The first invoice is to be submitted prior to the end of fiscal (March 31). This will be a milestone payment. The second bill will be submitted at the completion of the contract. This invoice will be for the remaining amount owed. Contractors will only be paid for the samples that are submitted by the Scientific Authority for processing and for services described in this statement of work.

Contract Period (March 1, 2022 to February 28, 2023*)

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

All Inclusive Per Sample Rate	Estimated # of Samples	Estimated Total
\$	300***	\$
GST/HST		\$
Total (Including GST/HST)		\$

For Financial Evaluation purposes:

Financial Proposals Evaluation is on Current Contract Period (March 1, 2022 to February 28, 2023*) Estimated total amount only.

Option Year 1 (March 1, 2023 to February 29, 2024*)

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

All Inclusive Per Sample Rate	Estimated # of Samples	Estimated Total
\$	300***	\$
GST/HST		\$
Total (Including GST/HST)		\$

Option Year 2 (March 1, 2024 to February 28, 2025*)

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

All Inclusive Per Sample Rate	Estimated # of Samples	Estimated Total
\$	300***	\$
GST/HST		\$
Total (Including GST/HST)		\$



Option Year 3 (March 1, 2025 to February 28, 2026*)

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

All Inclusive Per Sample Rate	Estimated # of Samples	Estimated Total
\$	300***	\$
GST/HST		\$
Total (Including GST/HST)		\$

Option Year 4 (March 1, 2026 to May 30, 2026*)

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

All Inclusive Per Sample Rate	Estimated # of Samples	Estimated Total
\$	300***	\$
GST/HST		\$
Total (Including GST/HST)		\$

Note:

- *Sample processing will occur between March 1 and May 15. Sample processing dates will not be extended beyond these dates.
- **Sample Costs must include: labor costs, laboratory rental fees, fish disposal fees, all travel expenses (sample transport costs, private vehicle usage), communication costs (cell phones), stationary costs (pens, paper, and printing costs), equipment costs (glass slides and tape for collecting herring scales for ageing), and miscellaneous materiel costs (gloves, twine)
- Each sample contains 100 herring

Contractor will only be paid for the samples that are submitted by the Scientific Authority for processing and for services described in Appendix C – Statement of Work

*** Estimated sample amount only.



ANNEX "C"- EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS:

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 proponent 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.

MANDATORY CRITERIA	MET / NOT MET	PROPOSAL REFERENCE
<p>M1) The proposed team must demonstrate using project/work descriptions they have a minimum of ten (10) months or five (5) sampling seasons of two (2) months or more of experience processing herring catch samples including obtaining herring scales for ageing. Proposed team members must be identified as the Project Manager, Laboratory Supervisor and Sampling Technicians. The Project Manager and Laboratory Supervisor can be Sampling Technicians, and this must be identified in the proposal.</p> <p>The Bidder must provide a project summary describing in detail, the current/previous experience in processing herring catch samples including obtaining herring scales for ageing. The project summary must document the minimum required sampling experience (described above).</p>		
<p>M2) For each proposed team member the Bidder must include with their proposal, a resume that lists all of their completed projects to demonstrates their required experience. The resume must be up to date.</p>		

*** Proposals not meeting the above noted Mandatory Criteria shall be deemed NON-COMPLIANT and therefore will not be given any further consideration.***



2. RATED REQUIREMENTS:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 50% of the total score (10 out of 20 possible points) of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 50% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

In cases where more than one resource is being proposed for the same resource category and level EACH of the resources will be evaluated separately and the average of the two scores will be used for evaluation purposes for the criteria for the specific resource category and level.

Evaluation Criteria	Points	Maximum Points
<p>R1 The Bidder must describe and demonstrate the processes and steps in providing Herring Sample Processing as outlined in the Statement of Work including how their laboratory facilities will meet the needs of the project.</p> <p>The Bidder must submit a maximum six (6) page document outlining these requirements.</p>	<p>Points will be assigned as follows:</p> <p>Description of laboratory facilities meeting the needs of the project (describes layout for sampling team: 5 points) (describes physical location of facility: 5 points)</p> <p>Description of herring sample processing steps: (describes sampling procedure from start to finish: 10 points)</p>	20
Total Achievable Points:	20	
Minimum Passing Mark to Achieve	10	