

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

Bid Receiving/Réception des soumissions

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

Email / Courriel : DFOtenderssoumissionsMPO@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 Quantitative Rese	arch Pacific H	Herring	Date October 17, 2022		
Solicitation No. / N 30002007	° de l'invitatio	n			
Client Reference N 30002007	lo. / No. de réf	érence d	u client(e)		
Solicitation Closes / L'invitation prend fin  At /à: 14:00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique)  On / le: November 11, 2022					
F.O.B. / F.A.B. Destination	Taxes See herein — ci-inclus	- Voir	Duty / Droits See herein — Voir ci-inclus		
Destination of Goo services See herein — Voir of		es / Des	tinations des biens et		
Instructions See herein — Voir o	Instructions See herein — Voir ci-inclus				
Address Inquiries to : / Adresser toute demande de renseignements à : Pascal Busungu					
Email / Courriel: D	FOtenders-sou	missions	MPO@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 téléphone	o. de	Facsim	ile 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)					

Date

Signature

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## **PART 1 - GENERAL INFORMATION**

#### 1.1 **Security Requirements**

There is no security requirement associated with this bid solicitation

#### 1.2 **Statement of Work**

The Work to be performed is 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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 5 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 <a href="Buy and Sell">Buy and Sell</a> 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 <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date</u>, <u>time and location</u>:

**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.

### 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.

### 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

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

### 4.2 Basis of Selection

## 4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **55 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **70 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.
- 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.

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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 Evaluate	uated Price \$55,000.00 \$50,000.00 \$45,000.00				
Technical Mer Score		115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00	
Combined Ra	<b>Combined Rating</b> 84.18 73.15 77.70				
Overall Rating 1st 3rd 2nd					

### **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 <u>Forms for the Integrity Regime</u> 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 <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), 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 <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> - <a href="Labour's">Labour's</a> 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

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

#### 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

# 5.2.3.3

5.2.3.4

Educat	Education and Experience				
SACC	Manual clause A3010T (2010-08-16) Education and Experience				
Contra	ctor's Representative				
The Co	ntractor's Representative for the Contract is:				
Name: Title: Address	S:				
Telepho Facsim E-mail:					
Supple	mentary Contractor Information				
departn contrac	nt to paragraph 221 (1)(d) of the Income Tax Act, payments made by nents and agencies under applicable services contracts (including ts involving a mix of goods and services) must be reported on a T4-A nentary slip.				
require which it	ole the Department of Fisheries and Oceans to comply with this ment, the Contractor hereby agrees to provide the following information certifies to be correct, complete, and fully discloses the identification of intractor:				
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:				
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:				

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

# 5.2.3.5 Electronic Payment of Invoices – Contract

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

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

# 5.2.3.6 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

### 5.2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 majority 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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?

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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## **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?

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions
  of a work force adjustment program.

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

	30002001
Print Name	-
Signature	-
ne following certification signed	by the contractor or an authorized officer:
certify that I have examined the in	formation provided above and that it is correct and complete"
Signature	
Print Name of Signatory	

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# ATTACHMENT 1 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**

### APPENDIX A - DFO SECURITY CLAUSES

Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

- 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 CanadianCoast 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 followingthe same procedure as for the initial contract).

#### 6.2 Statement of Work

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

#### 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-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 **General Conditions**

- 6.3.1.1 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.1.2 Subsection 10 of 2010B (2013-03-21) General Conditions Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

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

Invoice submission Insert:

Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca</u> with a cc to: (name of the <u>Project/Technical Authority and the AP Coder to be inserted at contract award</u>). 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);
- DFO Contact Name (Project Authority (to be inserted at contract award), <u>Note</u>: Invoice will be return to the Contractor if that information is not provided);
- 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
- 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 April 30, 2025 inclusive.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pascal Busungu
Title: Contracting Officer

Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

Address: 301 Bishop Drive, Fredericton, NB, E3C2M6

Telephone: 506 429 6269

E-mail address: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

6.5.2

6.5.3

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.

# Technical Authority (to be completed at contract award) The Technical Authority for the Contract is: Name: Title: Organization: Address: Telephone: Facsimile: E-mail address: \_\_\_ The Technical Authority named above 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 Technical Authority, however the Technical 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. Contractor's Representative (to be completed at contract award) The Contact Information's of the person responsible for: 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: Firm Price

- 6.7.1.1 For the Work described in the "Statement of Work" in Annex A:
- 6.7.1.2 In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of 

  \$\_\_\_\_\_(insert amount at contract award). Customs duties are included, and Applicable Taxes are extra.
- 6.7.1.3 For the firm price portion of the Work only, 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

- Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are excluded 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
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the <a href="National Joint Council Travel Directive">National Joint Council Travel Directive</a>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

**Estimated Cost: \$ 12,112.00.** 

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#### 6.7.4 **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.

#### 6.7.5 **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 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Project Authority & AP Coder (to be inserted at contract award) and provides the required information as stated in subsection 6.8.1 above.

#### 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 British Columbia.

#### 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) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.
- (c) the general conditions 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity):
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

#### 6.12 Insurance - No Specific Requirement 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.

#### 6.13 **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

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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

### 1.0 Scope

### 1.1 Title

Research and development for integrating ecosystem indicators and knowledge systems (scientific data, Indigenous knowledge, local knowledge) to evaluate uncertainties in Pacific Herring stock structure.

### 1.2 Introduction

Fisheries and Oceans Canada (DFO) requires expertise in integrative and quantitative research approaches to develop a hypothesis testing framework for evaluating uncertainties in Pacific Herring stock structure. This framework will support integration of ecosystem research and uncertainties in stock structure, as informed by multiple knowledge types, into the evaluation of management options to support long term sustainable fisheries for Pacific Herring.

# 1.3 Objectives of the Requirement

The contract will develop a hypothesis testing framework for evaluating uncertainties in Pacific Herring stock structure using a variety of data sources. Oral and written communication of quantitative approaches and results to both scientific and nontechnical audiences will be required.

# Projects 1-11

- (1) Assemble relevant sources of scientific data (survey data, tagging, genetics, other).
- (2) Assemble potentially relevant ecosystem indicators and herring predator information.
- (3) Develop engagement plan with coastal First Nations to evaluate similarities and differences among knowledge systems (scientific data, Indigenous knowledge, local knowledge) relating to herring distribution, abundance, migration, and spawn timing.
- (4) Develop and apply methods to estimate predator consumption within alternative definitions of herring stocks.
- (5) Develop modelling framework prototypes for various scales of evaluation, based on spatial hypotheses.
- (6) Test modelling framework and conduct spatial analysis of stock dynamics (for various scales).
- (7) Develop and deliver training modules for First Nations communities on herring research approaches, data/results/interpretation, and implications for sustainability.
- (8) Provide documentation of modelling approaches, including equations, assumptions, analyses, sensitivity analyses, and interpretation for scientific peer review process(es).
- (9) Participation in Canadian Science Advisory Secretariat (CSAS) peer review process.
- (10) Provide thorough documentation of modelling approaches, including equations, assumptions, and data analyses, for general audiences.
- (11) Provide facilitation services for meetings between DFO and First Nations, local knowledge holders, environmental nongovernment organizations (ENGOs), and/or commercial harvesters.

# 1.4 Background, Assumptions and Specific Scope of the Requirement

BC Pacific Herring are managed as 5 major and 2 minor stocks. Fisheries decision making is supported within an annual cycle that includes scientific surveys, stock assessment, and provision of science advice to fisheries management, consultations with First Nations and the fishing industry, and the development of an Integrated Fisheries Management Plan (IFMP). Decision making is also supported through stock-specific management strategy evaluation (MSE) processes in which simulation models of Pacific herring stock dynamics are used to evaluate the ability of alternative harvest rules to meet conservation and fishery objectives.

This project requires scientific expertise in the fields of fisheries science, simulation modelling, hypothesis testing, development of tools for quantitative analysis of fisheries data, management strategy evaluation, and engagement, collaboration, and facilitation with BC coastal First Nations, Experience collaborating directly with First Nations in the development of management-oriented research is therefore critical. In addition, project outcomes may be integrated into existing modelling and assessment frameworks to support the provision of science advice for Pacific Herring stock management.

Contractor expertise must include knowledge of DFO commitments and requirements under domestic and international policies, where domestic policies specifically include the DFO Reconciliation Strategy (dfompo.gc.ca), the Sustainable Fisheries Framework (SFF, Sustainable fisheries framework (dfompo.gc.ca)), DFO commitments to ecosystem-based fisheries management (EBFM, Principles of ecosystem-based fisheries management (dfo-mpo.gc.ca)) and the new Fisheries Act and S6.1 (Fisheries Act (justice.gc.ca)) and where international commitments include the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP 2007) and the Convention on Biological Diversity (2010).

Time frame for completion: It is the intent of DFO for the full extent of this contract to be carried out over a 2-year period.

#### 2.0 Requirements

#### 2.1 Tasks, Activities, Deliverables and Milestones

#### 2.1.1 Phase 1: Data assembly and modelling

### 2.1.1.1 Tasks:

- a) Work with Project Authority and First Nations to assemble existing DFO and non DFO data sources, hypotheses, and any research reports/ publications related to herring biomass, spatial distribution, migration, movement, and stock structure.
- **b)** Assemble relevant ecosystem indicators research and herring predator information.
- c) Develop and apply methods for estimating herring predator consumption rates.
- d) Develop tools for data visualization.

### 2.1.1.2 Deliverables:

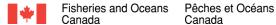
- (1) Comprehensive spatially explicit data assemblage (database, language TBD).
- (2) R data visualization package for scientific data, ecosystem indicators, and predator consumption rates.
- (3) Report describing data assemblage (1) and any mathematical models/ assumptions/ etc. used in developing (2).

### 2.1.1.3 Anticipated Completion Date: approximately August 30, 2023

#### 2.1.2 Phase 2: Engagement, co-development and dialogue with coastal First Nation herring users

## 2.1.2.1 Tasks:

- a) Develop engagement plan with coastal First Nations
- b) Co-development of First Nations data streams and hypotheses relevant to Pacific Herring stock structure



### 2.1.2.2 Deliverables:

(1) Qualitative and quantitative evaluation of similarities and differences among knowledge types (scientific data, Indigenous knowledge, local knowledge) as related to herring distribution, abundance, migration, and spawn timing.

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2.1.2.3 Anticipated Completion Date: approximately December 31, 2023.

### Phase 3: Develop modelling framework adaptable to various data types and scales of 2.1.3 spatial evaluation.

### 2.1.3.1 Tasks:

- a) Develop prototype models, adaptable to various data types
- b) Develop a framework for evaluating spatial hypotheses (which integrated prototype
- c) Test modelling framework using simulated data.
- d) Conduct spatial analysis of stock dynamics via hypothesis testing.

### 2.1.3.2 Deliverables:

- (1) Prototype models describing herring spatial distribution, adaptable to various data types.
- (2) Framework for evaluating models (1) under alternative hypotheses about herring distribution, migration, connectivity, etc.
- (3) Report describing approach and outcomes for (1-2)

## 2.1.3.3 Anticipated Completion Date: approximately April 30, 2024

#### 2.1.4 **Phase 4: Outreach**

### 2.1.4.1 Tasks:

a) Develop and deliver training modules on herring research approaches, data/results/interpretation, and implications, for First Nations communities.

### 2.1.4.2 Deliverables:

- (1) Workshop materials including web-based interactive materials.
- (2) Delivery of six 2-day workshops to coastal First Nations within the major stock areas.

### 2.1.4.3 Anticipated Completion Date: approximately November 30, 2024

#### 2.1.5 **Phase 5: Communication**

## 2.1.5.1 Tasks:

- a) Provide thorough documentation of modelling approaches, including equations, assumptions, and data analyses, for scientific peer review process(es).
- b) Provide thorough documentation of modelling approaches, including equations, assumptions, and data analyses, for general audiences.
- c) Provide facilitation services for meetings between DFO and First Nations, local knowledge holders, ENGOs and/or commercial harvesters.

### 2.1.5.2 Deliverables:

- (1) Preparation of primary publications and/or research documents for CSAS processes.
- (2) Preparation of presentation material in Keynote or MS PowerPoint for scientific review processes.
- (3) Preparation of plain language summaries to describe modelling approaches, equations, assumptions, and results and implications.
- (4) Meeting facilitation services on request (five 1-day meetings).

### 2.1.5.3 Anticipated Completion Date: approximately April 30, 2025

# 2.2 Technical, Operational and Organizational Environment

*Technical:* All modelling work will be developed using the R Program and Template Model Builder (TMB). *Operational:* Contractor is responsible for providing appropriate working environment; work-space will not be provided by the Crown.

The Contractor is responisble in providing a barier-free working environment by providing specialized equipment adapted to address accessibility if necessary.

## 2.3 Method and Source of Acceptance

Contract deliverables are based on estimated milestone delivery dates (specified above). These milestones give the DFO Project Authority and Contractor time to review project development at predefined intervals, allowing time to review progress and preliminary results, and to allow for adjustments, as needed. Exception is tasks related to Communication, Documentation, and Facilitation as these tasks are listed "as needed" and will be requested by the Project Authority.

### 2.4 Reporting Requirements

The contractor will provide all products as per milestones specified in Section 2.1.

## 2.5 Project Management Control Procedures

The individual identified as the Project Authority shall:

- 1. Provide all required data and participate in data discussions.
- Provide any stock assessment output files to support project development.
- 3. Participate in review of contractor-derived work plan associated with each Task.
- 4. Approach First Nations communities to present project approach and analytical team.
- 5. Review any preliminary results or provide review of analytical approaches as requested.
- 6. Participate in review of documents and provide feedback within agreed upon timeframe.
- Attend all meetings.

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# 2.6 Change Management Procedures

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 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.

### 3.0 Other Terms and Conditions of the SOW

### 3.1 Authorities

The Project Authority (or delegated representative) is responsible for all matters concerning the technical content of the Work under the Contract.

## 3.2 Location of Work, Work site and Delivery Point

All work is expected to be completed at the Contractor's place of business.

# 3.3 Language of Work

All deliverables and correspondence will occur in English.

### 3.4 Travel and Living Expenses

Travel costs for meeting attendance outside of Vancouver and Nanaimo, B.C. will be provided as per Federal Government rates.

## **ANNEX "B" - BASIS OF PAYMENT**

### 1. General Instructions:

Rates as quoted will remain fixed during the course of contract. Increases in firm rates will not be permitted during the contract period.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed as described in Annex "A" – Statement of Work.

Customs duties are included, and Applicable Taxes are extra.

## 2. Travel and Living Expenses

All travel and living expenses must be pre-approved by the Project Authority.

Charges for travel and living expenses will be reimbursed at cost, upon submission of supporting documents and receipts, with no allowance for overhead profit. Receipts with charges in excess of the allowances specified in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>, will be reimbursed to the maximum allowable allowance as per the applicable Appendices. Any cost exceeding the applicable allowance amount will be at the contractors expense.

Charges for travel and living expenses must be listed as a separate line item on each invoice and will only be reimbursed provided that the supporting documents and/or receipts have been submitted with the invoice.

Table 1: Phases Resource Name:		Contract Period (Award to April 30, 2025)	
Description		Price (\$)	Total Cost
Phase 1	\$		\$
Phase 2	\$		\$
Phase 3	\$		\$
Phase 4	\$		\$
Phase 5	\$		\$
Total Estimated Contract Cost:			\$

### **Total Estimated Contract Cost:**

PERIOD COSTS	TOTAL COST
Total Estimated Cost Phases (Table 1)	\$
Estimated Travel and Living Expenses	\$ 12,112.00
TOTAL ESTIMATED COSTS	\$

### **ANNEX "C" – EVALUATION CRITERIA**

### **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 bidder should 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.

## For each project that is cited as experience, the following information should be identified in the proposed resource's resume:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority;
- c) A brief description of the type and scope of services that meets the identified criteria provided by the resource;
- d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and
- e) Should the Bidders not provide this information the Contracting Authority may follow-up with the Bidder to get the information for verification purposes.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page Reference
M1	The Bidder's proposed resource must have 5-years' experience analysing BC Pacific Herring data and developing assessment tools for BC Pacific Herring stocks, using R Program and AD Model Builder or Template Model Builder.		
M2	The Bidder's proposed resource must have at least 10 scientific publications in peer-reviewed journals in one or a combination of the following studies related to stock assessment: population dynamics, fisheries oceanography, management strategy evaluation for commercially-harvested fish stocks.		
М3	The Bidder's proposed resource must be able to demonstrate minimum 1-year direct experience partnering with First Nations in the field of fisheries science to inform stock assessment and management.		

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No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page Reference
M4	The Bidder's proposed resource must be able to demonstrate their experience in organizing and facilitating meetings and hosting training workshops for fisheries science and management through a minimum of 5 projects or separate events.		

## **RATED REQUIREMENTS**

The Bidder <u>MUST</u> achieve a minimum score of **55** possible points overall (78%) of the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

Item	Evaluation Criteria	Max Points Available	Proposal Page Reference
R1	The Bidder's proposed resource demonstrates experience analyzing BC Pacific Herring data using R Program and AD Model Builder or Template Model Builder.  Point Breakdown Structure:  5 years = 5 points 6 - 9 years = 10 points 10 or more years = 15 points	/15	
R2	The Bidder's proposed resource demonstrates experience in writing and publishing (either in English or French) scientific documents related to stock assessment, population dynamics, fisheries oceanography, and/or management strategy evaluation for commercially-harvested fish stocks in peerreviewed journals.  Point Breakdown Structure:  10 publications = 5 points 11 - 14 publications = 10 points 14 or more publications = 15 points	/15	

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Item	Evaluation Criteria	Max Points Available	Proposal Page Reference
R3	The Bidder's proposed resource demonstrates experience organizing and facilitating meetings and hosting training workshops for fisheries science and management.  Point Breakdown Structure:  5 years = 5 points  6 - 9 years = 10 points  9 or more years = 15 points	/15	
R4	The Bidder's proposed resource demonstrates experience developing simulation models for commercial fisheries in R Program and AD Model Builder or Template Model Builder.  Point Breakdown Structure:  5 years = 5 points 6 - 9 years = 10 points 9 or more years = 15 points	/15	
R5	The Bidder's proposed resource demonstrates experience working with the integrated Statistical Catch Age Model (iSCAM, https://github.com/smartell/iSCAM).  Point Breakdown Structure:  3 - 5 years = 5 points 6 - 8 years = 8 points 8 or more years = 10 points	/10	
	TOTAL SCORE	/70	
	MINIMUM PASS SCORE	55	