

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :	Title / Titre Arctic zooplankton	taxonomy		Date November 3rd, 2023		
Bid Receiving/Réception des soumissions	Solicitation No. / Nº de l'invitation 30004692					
Procurement Hub Centre d'approvisionnement Fisheries and Oceans Canada Pêches et	Client Reference No 30004692	o. / No. de réfé	erence du	u client(e)		
Océans Canada 200 Kent Street 200 rue Kent	Solicitation Closes At /à: 2:00 PM	/ L'invitation p	orend fin			
Ottawa, ON, K1A 0E6			A (Heure	Normale de l'Atlantique)		
Email / Courriel :DFO.Tenders- Soumissions.MPO@dfo-mpo.gc.ca	On / le : November			Dute / Desite		
CC: <u>cal.laking@dfo-mpo.gc.ca</u>	F.O.B. / F.A.B. Destination	Taxes See herein — ci-inclus	Voir	Duty / Droits See herein — Voir ci-inclus		
REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION	services		es / Dest	inations des biens et		
Proposal to: Fisheries and Oceans Canada	See herein — Voir c	I-INCIUS				
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with	See herein — Voir c	i-inclus				
the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any	Address Inquiries to : / Adresser toute demande de renseignements à : Cal LaKing – Senior Contracting Officer					
attached sheets at the price(s) set out therefor.	Email / Courriel:					
	DFO.tenders-soumis	<u>c.ca</u>				
Proposition à : Pêches et Océans Canada	CC: <u>cal.laking@dfo-</u>	mpo.gc.ca				
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou	Delivery Required / exigée See herein — Voir e		Delivery Offered / Livraison proposée			
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).	Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur					
	Telephone No. / No téléphone	. de	Facsimi	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)					
	Signature		Date			

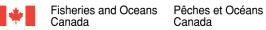


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PART 1 - GENERAL INFORMATION

1.1 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).

1.2 Statement of Work

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

1.3 Procurement Strategy for Indigenous Business

1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (Register for the Indigenous Business Directory (sac-isc.gc.ca)

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 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.

1.5 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> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted 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 Manitoba.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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 **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 <u>Policy on Green</u> <u>Procurement</u> (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 Pricing Schedule detailed in Attachment 1 to Part 3.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation



3.1.3 SACC Manual Clauses

Section III: Certifications

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed rate for each of the tasks identified.

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

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

Example Financial Bid Table								
			Firm Rates per Sample					
		Award to	April 1 st ,	April 1 st ,	April 1 st ,	April 1 st ,	April 1 st ,	
	Estimated	March 31 st ,	2024 to	2025 to	2026 to	2027 to	2028 to	
	Quantity	2024	March 31 st ,	March 31 st ,	March 31st,	March 31 st ,	March 31st,	(i) x
			2025	2026	2027	2028	2029	[(ii) + (ìií) + (iv) +
Description								(v) + (vi) + (vii)]
								= Total
			(***)	<i>(</i> ,)		(.)	<i>(</i>)	rotar
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	
	75 per							
EXAMPLE	period	\$5	\$ 10	\$ 15	\$ 20	\$ 25	\$ 30	\$ 7875
	penda							
All-inclusive evaluated price						\$ 7875		

Example Financial Bid Table

(the following table is to be completed by the bidder)

	E a Charles de la	Award to	April 1 st ,					
	Quantity	March 31 st ,	2024 to	2025 to	2026 to	2027 to	2028 to	(i) x
	Quantity	2024	March 31 st ,	[(ii) + (iii) + (iv) +				
Description			2025	2026	2027	2028	2029	(v) + (vi) + (vii)]
Docomption	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	= Total
Process samples as per SOW	75 per period	\$	\$	\$	\$	\$	\$	\$
All-inclusive evaluated price							\$	



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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 - A0027T (2022-12-01)

- 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 85 **points**.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)							
		Bidder 1	Bidder 2	Bidder 3			
Overall Technical Score		115/135	89/135	92/135			
Bid Evaluated Price \$55,000.00			\$50,000.00	\$45,000.00			
Calculations	Technical Merit Score	115/135 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	ating	84.18	73.15	77.70			
Overall Ratin	g	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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources



5.2.3.2 Education and Experience

SACC Manual clause <u>A3010T</u> (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 1 to Part 5.

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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:

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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? 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

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

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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

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 <u>Standard</u> <u>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.

6.3.1 General Conditions

- **6.3.1.1** <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) Invoice submission, is amended as follows:

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

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to: (to be inserted at contract award)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 (DFO employee who initiated the order or to whom the goods were sent. <u>Note</u>: 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
- I. 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 March 31st, 2029 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:Cal LaKingTitle:Senior Contracting OfficerDepartment:Fisheries and Oceans CanadaAddress:301 Bishop Drive Fredericton, NB E3C 2M6Telephone:506-478-3581E-mail address:DFO.Tenders-Soumissions.MPO@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)

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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid a fixed unit rates as per Annex B Basis of Payment, for work performed in accordance with the Statement of Work in Annex A.

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.

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.

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.



6.7.2 Methods of Payment

6.7.2.1 Monthly Payment

SACC Manual Clause H1008C (2008-05-12), monthly payment

6.7.3 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 6.3.1.2 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:
 - <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>
 - Project Authority (to be inserted at contract award).
 - 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

SACC Manual clause A3015C (2014-06-26), Certification - 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 Manitoba.



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 general conditions <u>2010B</u> (2022-12-01), 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 Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

6.13 Insurance - G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 SACC Manual Clauses

SACC Manual clause <u>A7017C</u> (2008-05-12), Replacement of Specific Individuals SACC Manual Clause <u>A3015C</u> (2014-06-26), Certifications – Contract

6.15 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 "<u>Dispute Resolution</u>".

(e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the

administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.16 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

1.0 Contract Title

Arctic zooplankton taxonomy

2.0 Background Statement

Zooplankton samples are collected as part of Arctic research programs conducted by Fisheries and Oceans Canada. Depth stratified (multi-net) and integrated (bongo) samples are collected to assess biodiversity, changes in key prey taxa over time, and to support food web assessments in coastal and offshore environments.

3.0 Objectives of the Requirement

The objective of this work is to obtain accurate and precise identification of marine zooplankton collected from coastal or offshore locations in Canada's Arctic.

4.0 Scope of Work

The Contractor must perform taxonomic analysis of formalin preserved zooplankton samples. It is anticipated that a maximum of 75 samples will be submitted to the Contractor for processing by 31 December within a contract period.

The Contractor must analyse the samples according to the following protocol:

- **4.1 >5 mm (1:1) fraction:** Remove and identify all individuals >5 mm, including *Calanus hyperboreus* 5, 6F and *C. glacialis* 6F,
 - Enumerate individuals to genus, species, sex, and developmental stage whenever possible
 - Indicate if euphausiids, mysids, amphipods and chaetognaths are < or ≥ 10 mm
 - If there is a large number of a specific taxa, the ≥5 mm fraction can be split to enumerate 100 of those individuals, while other taxa in the ≥5 mm fraction are enumerated and identified without subsampling
 - A petri dish with a 1 cm grid on the bottom (smallest demarcation 1 mm) can be used for sizing. Exact measurements are not required.
 - Store 1:1 split separately, 95-99 % ethanol
- **4.2** ≤ **5 mm fraction:** Enumerate and identify one or more splits so that a minimum of 300 copepods (excluding nauplii), in addition to other non-copepod individuals, are identified.
 - Enumerate individuals to genus, species, sex, and developmental stage whenever possible
 - Nauplii can be identified as a group, unless genus is possible.
 - Store counted splits separately, 95-99 % ethanol
- **4.3** Scan rest of sample for rare species or individuals, 1 hour time limit.
- 5.0 Tasks
- **5.1** Contractor must process samples in accordance with Protocol within 4.0 Any questions pertaining to the required protocol will be discussed with the Project Authority prior to receiving the samples.
- **5.2** Receiving The Contractor must confirm receipt of samples from DFO and verify against the provided sample list. The contractor must notify DFO of any discrepancies.



5.3 Analyses

- **5.3.1** The specific protocol is to be followed for each sample provided.
- **5.3.2** Data must be entered into an Excel spreadsheet using standard templates.
- **5.3.3** Any new, uncommon or unusual species must be preserved separately and highlighted within the data spreadsheet or in a separate document.
- **5.3.4** Once completed, ethanol preserved splits must be returned to DFO. The rest of the sample in formaldehyde must be concentrated in the 40 ml archiving bottle provided by DFO and returned to DFO.
- **5.4** The Contractor must report immediately, any problems to the Project Authority so the appropriate action can be taken to ensure the contract can be completed within the contract period.

6.0 DFO Support

DFO will provide available zooplankton taxa lists from the study area, if required.

DFO is responsible for shipping samples to the contractor and providing paper and electronic copies of the sample list.

DFO is responsible for providing the 40 ml archiving bottles, one (1) per sample.

7.0 Deliverables

Item	Required-by Date
Taxonomic data of up to 75 Arctic zooplankton samples. Taxonomic	March 15 th each year of the
data must be entered into an Excel spreadsheet and emailed to the	contract.
Project Authority.	

All samples must be returned to the Project Authority within one month of the completion of the Work.

8.0 Location of Work

Work shall be performed at Contractor's own place of business.

9.0 Resource Requirement

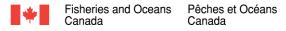
The Contractor must provide one (1) taxonomist to perform the work. The single taxonomist must personally analyze each sample and have the expertise to independently complete the taxonomic identifications. If the taxonomist changes in subsequent years of the contract, a resume of the proposed new taxonomist must be submitted to and accepted by DFO before work proceeds.



10.0 Language of Work

All deliverables and communication with the project authority must be in English. The Project Lead must have basic language skills (oral, comprehension and written) in English.

Legend	Oral	Comprehension	Written
Basic	 A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	 A person reading at this level can: 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: • 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: 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: 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: 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: support opinions; and understand and express hypothetical and conditional ideas 	 A person reading at this level can: 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: write texts where ideas are developed and presented in a coherent manner.



ANNEX "B" BASIS of PAYMENT

Basis of payment table

(to be completed at time of Contract award)

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

	Firm Rates per Sample						
	Award to	April 1 st ,					
Description	March 31 st ,	2024 to	2025 to	2026 to	2027 to	2028 to	
Description	2023 to	March 31 st ,					
	March 31 st ,	2025	2026	2027	2028	2029	
	2024						
Process samples as per SOW							
Taxonomist Name:	\$	\$	\$	\$	\$	\$	

• Invoice to be submitted by March 15th each year.



ANNEX "C" EVALUATION CRITERIA

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

The Bidder must include the following table in their proposal, indicating the proposal page number or section that contains information to verify that the criteria has been met.

For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment, as opposed to an educational setting.

Each Criterion must be addressed separately.

Bidder: The company providing a bid. Resource: The proposed Taxonomist performing the work.

	Mandatory Technical Criteria (MTC)	Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]		
	Mandatory Corporate Criteria			
MC1	The Bidder must provide an up-to-date resume for the proposed taxonomist who will complete the work. The single taxonomist must personally analyze each sample and have the expertise to independently complete the taxonomic identifications. If the taxonomist changes in subsequent years of the contract, a resume of the proposed new taxonomist must be submitted to and accepted by DFO before work proceeds.			
MC2	The Bidder must provide a sample security plan, including sample tracking (non-legal samples) documentation and a photograph of the sample storage area.			
MC3	The Bidder must provide an example work product of generated taxonomy data in Microsoft Excel. Data must have been generated within 60 months from solicitation closing.			
MC4	The Bidder must provide a description of their quality- assurance (QA) protocol that identifies how many samples are selected for reanalysis.			
Mandatory Resource Criteria				



	Mandatory Technical Criteria (MTC)	Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]
MR1	 Using project description(s), the Bidder must demonstrate their proposed taxonomist has experience performing arctic marine zooplankton taxonomy and counting services, within 12 months of bid closing. One project is sufficient to meet this criterion. Project description(s) must include: i) The name of the client organization (to whom the 	
	 services were provided); ii) A brief description of the type and scope of services that meet the identified criteria provided by the resource; and iii) The dates and duration of the project (indicating the years / months of engagement and the start and end dates of the work) 	
	Using project description(s), the Bidder must demonstrate their proposed taxonomist has analyzed a minimum of 300 marine zooplankton samples within 60 months of bid closing. Project description(s) may overlap experience demonstrated in MR1. Project description(s) must include:	
MR2	 i) The name of the client organization (to whom the services were provided); ii) A brief description of the type and scope of services that meet the identified criteria provided by the resource; iii) The dates and duration of the project (indicating the years / months of engagement and the start and end dates of the work); and iv) Number of samples processed. 	



Point Rated Technical Criteria

Bids which meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.

Bidders must achieve a minimum score of 55 possible points of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.

Each Point-Rated Criteria must be addressed separately.

Point - Rated Criteria		Points	Proposal Cross- reference Page No.
PR1	 Using project descriptions, the Bidder should demonstrate their proposed taxonomist has additional experience from MR1 delivering arctic zooplankton taxonomy projects within the last 60 months. 5 points per project to a maximum of 5 different projects. A maximum of 25 points may be allocated for this criteria. The project (s) provided for MR1 cannot be used to gain points for this criterion. Project description(s) must include: i) The name of the client organization (to whom the services were provided); ii) A brief description of the type and scope of services that meet the identified criteria provided by the resource; and iii) The dates and duration of the project (indicating the years / months of engagement and the start and end dates of the work) 	/25	
PR2	 Using project descriptions, the Bidder should demonstrate their proposed taxonomist has analyzed more than 300 arctic zooplankton samples. 301-350 samples: 10 points 351-500 samples: 20 points >500 sample: 35 points A maximum of 35 points may be allocated for this criteria. Project description(s) must include: i) The name of the client organization (to whom the services were provided); ii) A brief description of the type and scope of services that meet the identified criteria provided by the resource; iii) The dates and duration of the project (indicating the years / months of engagement and the start and end dates of the work); and iv) Number of samples processed. 	/35	



Point - Rated Criteria		Points	Proposal Cross- reference Page No.
PR3	 Using project descriptions, the Bidder should demonstrate their proposed taxonomist has experience following different zooplankton taxonomy protocols to meet specific client sample/research needs. 5 points per protocol to a maximum of 5 different protocols. A maximum of 25 points may be allocated for this criteria. The experience for this may overlap MR1, MR2, PR1 and PR2. Project description(s) must include: The name of the client organization (to whom the services were provided); A brief description of the type and scope of services that meet the identified criteria provided by the resource; Name and brief description of the project (indicating the years / months of engagement and the start and end dates of the work) 	/25	
	Total Evaluated Score	/85	
Minimum Passing Score		/55	