



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

Bid Receiving/Réception des soumissions

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

<b>Title / Titre</b> Biological fish sampling, fish, seal and beluga stomach content analysis		<b>Date</b> November 24, 2023
<b>Solicitation No. / N° de l'invitation</b> 30004765a		
<b>Client Reference No. / No. de référence du client(e)</b> 30004765a		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2 :00 PM AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) <b>On / le :</b> December 11, 2023		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Karen Dolan, Acting Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a> and <a href="mailto:Karen.Dolan@dfo-mpo.gc.ca">Karen.Dolan@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement for this project.

### **1.2 Statement of Work**

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

### **1.3 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 (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

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).



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **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 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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.

## 2.7 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

## 2.8 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute



an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

### 2.81 Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I:**      **Technical Bid** (one soft copy in PDF format)
- Section II:**    **Financial Bid** (one soft copy in PDF format)
- Section III:**   **Certifications** (one soft copy in PDF format)
- Section IV:**    **Additional Information** (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".

#### **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.



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## **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"

#### **4.1.3 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Rated Within Budget A0036T (2007-05-25)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

#### **4.2.2 SACC Manual Clause A0210T (2013-04-25) – Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is \$ 500,000.00 (Applicable Taxes extra) per year. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.





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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Set-aside for Indigenous Business

Bidders must complete Attachment 2 to Part 5 if they are an Indigenous Company and wish to be considered for a Procurement Set-aside.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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.

**5.2.4 Additional Certifications Precedent to Contract Award**

**5.2.4.1 Status and Availability of Resources**

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

**5.2.4.2 Education and Experience**

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

**5.2.4.3 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.

**5.2.4.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.2.4.5 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:

\_\_\_\_\_

### 5.2.5 Former Public Servant

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

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



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### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

### 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



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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](#)



## ATTACHMENT 2 TO PART 5 SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

### 1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.

1.4 The Bidder must check the applicable box below:

The Indigenous business has fewer than six full-time employees.

OR

The Indigenous business has six or more full-time employees.

### 2. Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:

I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in [Annex 9.4](#) of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Name of owner and/or employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

**6.3.1.1** 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.2.1** Subsection 10 of 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission  
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) 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);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Karen Dolan  
Title: Acting Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6

Telephone: (782) 377-7245  
E-mail address: [DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca](mailto: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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

**6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **6.7.3 Methods of Payment**

#### **6.7.3.1 Multiple Payments**

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

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

#### **6.7.4 Electronic Payment of Invoices – Contract**

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

### **6.8 Invoicing Instructions**

- 6.8.1 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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *[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 "[FCP Limited Eligibility to Bid](#)" 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 2010B (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 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.

## 6.13 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](#)".



(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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### 6.14 Environmental Considerations

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

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



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## ANNEX "A" STATEMENT OF WORK

### 1.0 Contract Title

Biological fish sampling, fish, seal and beluga stomach content analysis

### 2.0 Contract Period

From contract award to March 31, 2024 with 4 option years from April 1 2024 to March 31, 2028.

### 3.0 Background Statement

This is a requirement of a laboratory sample processing, specializing in the aquatic environment. The Department of Fisheries and Oceans Canada (DFO) requires a lab to have extensive experience in freshwater, estuarine, and marine environments specifically to the Canadian Arctic in order to process biological samples as part of Arctic climate change research.

Over the next several years, DFO will have multiple programs producing a large number of samples (>2000). The contractor will have the capacity to efficiently process samples for Arctic species fish morphometrics and fecundity, fish ageing, high quality identification of stomach contents from fish, seals, whales and larger invertebrates, and ability to process even if degraded. They will need to provide taxonomy of zooplankton, benthic invertebrates, parasites and pathogens, a wide range of species of fish and have the capacity to identify rare or uncommon species. The contractor will need to be capable of producing and managing high quality data that can be used by the Government of Canada. The ability to be able to provide the above tasks comes at a particular time when quality Arctic research is needed for the collection of baseline data, fisheries management, climate change policy initiatives, as well as invasive species and parasite impact on country food and Inuit culture.

### 4.0 Objectives of the Requirement

The contractor will use proper scientific protocols to provide targeted analysis including

1. taxonomic identification including:
  - Arctic benthic marine invertebrates and zooplankton
  - Arctic marine, freshwater and estuarine species of fish
  - Pathogen and Parasite infracommunity identification and analyses
  - Able to process degraded and partial samples often found in stomachs
2. biological sampling,
  - Morphometrics
  - Fecundity
  - Levels of Identification for use in peer-reviewed scientific publications.
  - Performing fish ageing of arctic and sub-arctic species of fish

Other analyses include: Stomach content analysis of whales, seals, fish and larger invertebrate stomachs and rare species. and stomach content analysis) of Arctic fish, stomach contents of Harvested beluga whales, seals, fish or large invertebrates as required.

### 5.0 Scope of Work

Six separate researchers will be providing frozen samples to the contractor for fish, seal, and whale



sample processing, including full processing, otolith extraction, stomach content analysis, and data analysis.

## **6.0 Departmental Support**

Where possible, facilitate access to information and data as required by Contractor for purposes of completing contract requirements.

## **7.0 DFO Responsibilities**

DFO is responsible for providing the contractor with prepared samples of marine species and arranging and facilitating shipping of frozen samples.

## **8.0 Contractor Responsibilities**

The Contractor shall report within one business day any problems to the Project Authority so the appropriate action can be taken to ensure the contract can be completed within the contract period.

## **9.0 Deliverables**

The deliverables will be provided in report or table using Microsoft Word and provide any raw data and analysis coding and protocols (Standard Operating Procedures). The frequency of the reports will be specified and agreed upon between the Project Authority and the Contractor and will be based on urgency.

## **10.0 Location of Work**

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

## **11.0 Confidentiality**

All data and reports must be stored in a secure location. The information, data and reports produced will not be shared with anyone outside of those working on the project.



**ANNEX "B"**  
**BASIS of PAYMENT**

The Contractor will be paid all-inclusive firm unit prices as specified below.

Contract period: Contract Award to March 31, 2024

Item	Description of analyses required	Type of Sample	Approximate number of samples	Cost per sample	Total extended price
1.	Fish stomachs and morphometrics (dolly varden, arctic char, cisco, salmonids, wolffish or assortment of arctic fish)	1a) Arctic cisco or small sized arctic fish/invertebrate stomachs (less than 1kg)	1000	\$ _____	\$ _____
		1b) Arctic char, salmonids, or medium sized arctic fish (1kg-7kg)	500	\$ _____	
		1c) Dolly varden or larger arctic fish (7.1kg -12kg)	150	\$ _____	
		1d) Wolffish or very big arctic fish (12kg or more)	100	\$ _____	
2.	Whale or seal stomach content analysis	2a) Bearded seal	30	\$ _____	\$ _____
		2b) Ring Seal	35	\$ _____	
		2c) Whale	20	\$ _____	
3.	Invertebrate taxonomy (benthic invertebrates, zooplankton)		100	\$ _____	\$ _____
4.	Parasites or pathogens		100	\$ _____	\$ _____
5.	Fish fecundity or egg processing		100	\$ _____	\$ _____
6.	Contract for reporting, data processing, statistical analysis or figures		2	\$ _____	\$ _____
7.	ID arctic fishes (in eastern or western arctic)		500	\$ _____	\$ _____
8.	Subtotal				
9.	Taxes				
10.	Total including taxes				



Option year 1: April 1 2024 to March 31, 2025

Item	Description of analyses required	Type of Sample	Approximate number of samples	Cost per sample	Total extended price
1.	Fish stomachs and morphometrics (dolly varden, arctic char, cisco, salmonids, wolffish or assortment of arctic fish)	1a) Arctic cisco or small sized arctic fish/invertebrate stomachs	1000	\$ _____	\$ _____
		1b) Arctic char, salmonids, or medium sized arctic fish	500	\$ _____	
		1c) Dolly varden or larger arctic fish	150	\$ _____	
		1d) Wolffish or very big arctic fish	100	\$ _____	
2.	Whale or seal stomach content analysis	2a) Bearded seal	30	\$ _____	\$ _____
		2b) Ring Seal	35	\$ _____	
		2c) Whale	20	\$ _____	
3.	Invertebrate taxonomy (benthic invertebrates, zooplankton)		100	\$ _____	\$ _____
4.	Parasites or pathogens		100	\$ _____	\$ _____
5.	Fish fecundity or egg processing		100	\$ _____	\$ _____
6.	Contract for reporting, data processing, statistical analysis or figures		2	\$ _____	\$ _____
7.	ID arctic fishes (in eastern or western arctic)		500	\$ _____	\$ _____
8.	Subtotal				
9.	Taxes				
10.	Total including taxes				





Option year 2: April 1, 2025 to March 31, 2026

Item	Description of analyses required	Type of Sample	Approximate number of samples	Cost per sample	Total extended price
1.	Fish stomachs and morphometrics (dolly varden, arctic char, cisco, salmonids, wolffish or assortment of arctic fish)	1a) Arctic cisco or small sized arctic fish/invertebrate stomachs	1000	\$ _____	\$ _____
		1b) Arctic char, salmonids, or medium sized arctic fish	500	\$ _____	
		1c) Dolly varden or larger arctic fish	150	\$ _____	
		1d) Wolffish or very big arctic fish	100	\$ _____	
2.	Whale or seal stomach content analysis	2a) Bearded seal	30	\$ _____	\$ _____
		2b) Ring Seal	35	\$ _____	
		2c) Whale	20	\$ _____	
3.	Invertebrate taxonomy (benthic invertebrates, zooplankton)		100	\$ _____	\$ _____
4.	Parasites or pathogens		100	\$ _____	\$ _____
5.	Fish fecundity or egg processing		100	\$ _____	\$ _____
6.	Contract for reporting, data processing, statistical analysis or figures		2	\$ _____	\$ _____
7.	ID arctic fishes (in eastern or western arctic)		500	\$ _____	\$ _____
8.	Subtotal				
9.	Taxes				
10.	Total including taxes				



Option year 3: April 1, 2026 to March 31, 2027

Item	Description of analyses required	Type of Sample	Approximate number of samples	Cost per sample	Total extended price
1.	Fish stomachs and morphometrics (dolly varden, arctic char, cisco, salmonids, wolffish or assortment of arctic fish)	1a) Arctic cisco or small sized arctic fish/invertebrate stomachs	1000	\$ _____	\$ _____
		1b) Arctic char, salmonids, or medium sized arctic fish	500	\$ _____	
		1c) Dolly varden or larger arctic fish	150	\$ _____	
		1d) Wolffish or very big arctic fish	100	\$ _____	
2.	Whale or seal stomach content analysis	2a) Bearded seal	30	\$ _____	\$ _____
		2b) Ring Seal	35	\$ _____	
		2c) Whale	20	\$ _____	
3.	Invertebrate taxonomy (benthic invertebrates, zooplankton)		100	\$ _____	\$ _____
4.	Parasites or pathogens		100	\$ _____	\$ _____
5.	Fish fecundity or egg processing		100	\$ _____	\$ _____
6.	Contract for reporting, data processing, statistical analysis or figures		2	\$ _____	\$ _____
7.	ID arctic fishes (in eastern or western arctic)		500	\$ _____	\$ _____
8.	Subtotal				
9.	Taxes				
10.	Total including taxes				



Option year 4: April 1, 2027 to March 31, 2028

Item	Description of analyses required	Type of Sample	Approximate number of samples	Cost per sample	Total extended price
1.	Fish stomachs and morphometrics (dolly varden, arctic char, cisco, salmonids, wolffish or assortment of arctic fish)	1a) Arctic cisco or small sized arctic fish/invertebrate stomachs	1000	\$ _____	\$ _____
		1b) Arctic char, salmonids, or medium sized arctic fish	500	\$ _____	
		1c) Dolly varden or larger arctic fish	150	\$ _____	
		1d) Wolffish or very big arctic fish	100	\$ _____	
2.	Whale or seal stomach content analysis	2a) Bearded seal	30	\$ _____	\$ _____
		2b) Ring Seal	35	\$ _____	
		2c) Whale	20	\$ _____	
3.	Invertebrate taxonomy (benthic invertebrates, zooplankton)		100	\$ _____	\$ _____
4.	Parasites or pathogens		100	\$ _____	\$ _____
5.	Fish fecundity or egg processing		100	\$ _____	\$ _____
6.	Contract for reporting, data processing, statistical analysis or figures		2	\$ _____	\$ _____
7.	ID arctic fishes (in eastern or western arctic)		500	\$ _____	\$ _____
8.	Subtotal				
9.	Taxes				
10.	Total including taxes				



**ANNEX "C"  
EVALUATION CRITERIA**

Bidders must meet all the mandatory requirements described below.

The Bidder must include the following table in their proposal and providing the proposal page number that contains the information to verify that the criteria has been met.

Tiebreaker Determination:

In the event, following a successful technical and financial evaluation, one or more (1) responsive bids have an equal total amount of points, the contract will be recommended for award to the bidder with the lowest all-inclusive price.

**Evaluation Instructions – Mandatory Criteria**

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

Proposals submitted for this requirement **must clearly demonstrate** that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

**For the Bidder's examples and for each of the proposed resources,**

experience is to be used to demonstrate compliancy and should include the following information:

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and
- The name and contact information of the client Project Authority.

**Please note bidders must complete the following chart and include with their bid submission.**

#	Description of Mandatory Criteria (MT)	Cross Reference to Proposal <i>[supplier to insert]</i>
<b>M1</b>	The Bidder must provide an organizational profile. The organizational profile must include: <ul style="list-style-type: none"> <li>• Significant dates (ie. Founding date, change in ownership, etc);</li> <li>• Description of services and specializations;</li> <li>• Professional collaborations;</li> </ul>	
<b>M2</b>	The Bidder must demonstrate that each proposed technical assistant, individuals processing samples, staff including lab managers, project supervisors and project managers, as well as personnel overseeing the processing samples, have at least 5 years (60 months) of experience in professional lab service.  *List of names must be provided	



#	Description of Mandatory Criteria (MT)	Cross Reference to Proposal <i>[supplier to insert]</i>
	*Resumes and references should be sent as proof.	
<b>M3</b>	<p>The Bidder must provide five (5) examples per subject listed below demonstrating the capacity, expertise, and material resources to provide proper taxonomic identifications (genus and species level wherever possible) of:</p> <ul style="list-style-type: none"> <li>• Arctic benthic marine invertebrates and zooplankton</li> <li>• Arctic marine, freshwater and estuarine species of fish</li> <li>• Pathogen and Parasite infracommunity identification and analyses</li> <li>• degraded and partial samples often found in stomachs.</li> </ul> <p>For each subject, the bidder must provide:</p> <p>Option 1:</p> <ul style="list-style-type: none"> <li>- who the previous client/contract was for,</li> <li>- number of samples processed</li> <li>- personnel who worked on the samples, resumes and references</li> </ul> <p>AND/OR</p> <p>Option 2: Bidders may also provide peer reviewed publications as proof.</p>	
<b>M4</b>	<p>The bidder must provide at minimum one project reference per subject point below to demonstrate their capacity, past performance, volume of experience and ability to perform biological sampling of:</p> <ul style="list-style-type: none"> <li>• Morphometrics</li> <li>• Fecundity</li> <li>• Stomach content analysis of EACH of:               <ul style="list-style-type: none"> <li>- whales,</li> <li>- seals,</li> <li>- fish</li> <li>- larger invertebrate stomachs and rare species.</li> </ul> </li> <li>• Identification to lowest possible taxonomic level for use in peer-reviewed scientific publications.</li> <li>• Performing fish ageing of arctic and sub-arctic species of fish</li> </ul> <p>Project references must include:</p> <p>The project name;</p> <ul style="list-style-type: none"> <li>• The name of the client organization;</li> </ul>	



#	Description of Mandatory Criteria (MT)	Cross Reference to Proposal <i>[supplier to insert]</i>
	<ul style="list-style-type: none"><li>• The period during which the service was provided (month and year);<ul style="list-style-type: none"><li>• Person and references for who was involved in the contract and processing samples, and</li><li>• A detailed outline of the services provided</li></ul></li></ul>	
<b>M5</b>	<p>The Bidder must demonstrate its facilities, equipment, and capacity for identification and short-term storage (within one fiscal year) and custodianship of preserved specimens of Arctic marine invertebrates, fish and mammal stomachs during the course of the project.</p> <p>A list of its equipment and a description of its facilities must be included in the bid.</p> <p>Provide examples of receiving, processing and storing samples. Photo and the make and model of all equipment are considered proof.</p>	
<b>M6</b>	<p>The Bidder must have the capacity to accommodate 2500 samples (The samples may come frozen, in ethanol or in formalin) at once during a one year period.</p> <p>Previous projects, including the number of samples processed can be used as proof.</p> <p>*Note: DFO has the need to submit samples from various ongoing projects. In previous years, this has equated to &gt;2000 samples cumulatively in a single year.</p>	



## Point Rated Technical Criteria

### Evaluation Instructions – Point Rated Technical Criteria

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

#### Point Rated Criteria (R)

Proposals submitted for this requirement should clearly demonstrate that the Bidder meets all of the Point Rated Criteria.

**\*For the Bidder's examples and for each of the proposed resources, experience must be used to demonstrate compliancy and should include at a minimum the following information:**

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and
- The name and contact information of the client Project Authority.

Please note bidders must complete the following chart and include with their bid submission.

Number	Description of Point-Rated Technical Criteria	Points available	Cross Reference to Proposal <i>[supplier to insert]</i>
R1	<p>The bidder demonstrates using project descriptions that their team cumulatively has experience in taxonomic identifications:</p> <ul style="list-style-type: none"> <li>• Arctic benthic marine invertebrates and zooplankton</li> <li>• Arctic marine, freshwater and estuarine species of fish</li> <li>• Pathogen and Parasite infracommunity identification and analyses</li> <li>• degraded and partial samples often found in stomachs.</li> </ul> <p>0 years and &lt;5 years: <b>0 points</b>                      5 years and &lt;10 years: <b>10 points</b>                      10 years and &lt;15 years: <b>20 points</b>                      15 years and &lt;20 years: <b>30 points</b>                      20 years and &lt;25 years: <b>40 points</b>                      25+ years = <b>50 points</b></p>	____/50	
R2	<p>The bidder demonstrates using project descriptions that their team cumulatively has experience in biological sampling:</p> <ul style="list-style-type: none"> <li>• Morphometrics</li> </ul>		



Number	Description of Point-Rated Technical Criteria	Points available	Cross Reference to Proposal <i>[supplier to insert]</i>
	<ul style="list-style-type: none"> <li>• Fecundity</li> <li>• Stomach content analysis of whales, seals, fish and larger invertebrate stomachs and rare species.</li> <li>• Levels of Identification for use in peer-reviewed scientific publications.</li> <li>• Performing fish ageing of arctic and sub-arctic species of fish</li> </ul> <p>0 years and &lt;5 years: <b>0 points</b>            5 years and &lt;10 years: <b>10 points</b>            10 years and &lt;15 years: <b>20 points</b>            15 years and &lt;20 years: <b>30 points</b>            20 years and &lt;25 years: <b>40 points</b>            25+ years = <b>50 points</b></p>		
<b>R3</b>	<p>Due to the risk of sample damage, loss, the bidder's laboratory is within shipping distance of the Winnipeg Fresh Water Institute.</p> <p>0 – 199km: 20 points            200 – 399 km: 10 points            &gt;400 km: 0 points</p>	<p>____/20</p>	
	Minimum required points	<b>90</b>	
	Total number of points available	<b>120</b>	





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**ANNEX "D"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)