Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des soumissions

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

Email / Courriel : DFO. Tenders-Soumissions.MPO@dfo-mpo.gc.ca

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).

30004901 30004901				
Title / Titre Lobster Recruitment and Harvest Fisheries Data Collection Date December 11, 2023				
Solicitation No. / N 30004901	° de l'invitatio	n		
Client Reference N 30004901	lo. / No. de réfe	érence du clie	nt(e)	
Solicitation Closes	/ L'invitation	prend fin		
At /à: 2:00 PM				
AST (Atlantic Stand	ard Time) / HN	A (Heure Norm	nale de l'Atlantique)	
On / le: January 5	, 2024			
F.O.B. / F.A.B. Destination Taxes See herein – inclus		- Voir ci-	Duty / Droits See herein — Voir ci- inclus	
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus				
Instructions See herein — Voir ci-inclus				
Address Inquiries to : / Adresser toute demande de renseignements à : Jackie Longmire – Contracts Officer				
Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca				
Cc/ Jackie.Longmire@dfo-mpo.gc.ca				
Delivery Required / Livraison exigée See herein — Voir en ceci Delivery Offered / Livraison proposée				
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur				
Telephone No. / No. de télécopieur téléphone				
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		

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	3
1.1 1.2 1.3	SECURITY REQUIREMENTS	3 ss 3
1.4 1.5	DEBRIEFINGSTRADE AGREEMENTS	
PART 2	- BIDDER INSTRUCTIONS	5
2.1 2.2 2.3 2.4 2.5 2.6	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY BID CHALLENGE AND RECOURSE MECHANISMS	6 6 6
PART 3	- BID PREPARATION INSTRUCTIONS	8
3.1	BID PREPARATION INSTRUCTIONS	8
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 4.2	EVALUATION PROCEDURES	
PART 5	- CERTIFICATIONS	. 11
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BID	
PART 6	- RESULTING CONTRACT CLAUSES	. 17
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT. INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. PRIORITY OF DOCUMENTS. INSURANCE - G1005C (2016-01-28) DISPUTE RESOLUTION. Environmental Considerations.	.17 .18 .19 .20 .20 .21 .21 .21
ANNEX	"A" STATEMENT OF WORK	. 23
	"B" BASIS OF PAYMENT	
	"C" SECURITY REQUIREMENTS CHECK LIST	
ANNEX	"D" EVALUATION CRITERIA	. 39

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses.
- (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses:

For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Statement of Work

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

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 (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 World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), the

Solicitation No. – Nº de l'invitation : 30004901

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andquidelines/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

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
- The electronic properties of the Bid documentation clearly indicate that all components of the Bid ii. were prepared in advance of the bid solicitation closing date and time.

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.

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.

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 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 **Nova Scotia**.

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 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 <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 <u>prior to the bid closing date, time and location</u>:

Section I: Technical Bid (one soft copy in PDF format)
Section II: Financial Bid (one soft copy in PDF format)
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 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 Basis of Payment in Annex "B"

3.2 Exchange Rate Fluctuation

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

3.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D".

4.1.1.2 Point Rated Technical Criteria

Refer to annex "D".

4.1.3 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 120 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 180 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.

Solicitation No. – N° de l'invitation : 30004901

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 Tech	nical 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
Carcarations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Ratin	g	1st	3rd	2nd

PART 5 - CERTIFICATIONS

Date

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Owner Certification - Set-aside for Indigenous Business (Indigenous Businesses only)

If requested by the Contracting Authority, the Ridder must provide the following certification for each

	r who is Indigenous:	inty, the blader mast provide the following certification for each
1.		(insert name of business), and an Indigenous person, as oply Manual entitled "Requirements for the Set-aside Program for
2.	I certify that the above statement Indigenous Services Canada.	nt is true and consent to its verification upon request by
Printe	ed name of owner	
Signa	ature of owner	

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/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 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Status and Availability of Resources

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

5.3.2 Education and Experience

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

5.3.3 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.

5.3.4 Contractor's Representative

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

The Contractor's Representative for the Contract is:

5.3.5 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 o 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:

5.3.6 Former Public Servant

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

Definitions

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

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

majority interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 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?

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"
Cignoture
Signature
Print Name of Signatory

Solicitation No. – Nº de l'invitation : 30004901

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

Requirements

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

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

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

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**

- 6.1.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.
- 6.1.1.1 Security Clauses #3 Access to PROTECTED B information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- 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 Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with the security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

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-quidelines/standardacquisition-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.
- 6.3.1.2 Subsection 10 of 2010B (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

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

6.3.2 **Supplemental General Conditions**

4007 (2022-12-01) Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

Term of Contract 6.4

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31st, 2025 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

Solicitation No. – Nº de l'invitation : 30004901

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 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:
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Name: Jackie Longmire Title: **Contracting Officer**

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

Address: 301 Bishop Dr.

Fredericton, NB E3C 2M6

(506) 238-5870 Telephone:

The Project Authority for the Contract is:

Telephone: Facsimile: E-mail address:

E-mail address: Jackie.Longmire@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)

Name: Title: Organization: Address:	
Telephone: E-mail address:	
carried out under the Contract and Work under the Contract. Technic Project Authority has no authority	entative of the department or agency for whom the Work is being I is responsible for all matters concerning the technical content of the all matters may be discussed with the Project Authority, however the to authorize changes to the scope of the Work. Changes to the scope ough a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Representa	tive (Bidder please fill out)
Name: Title: Organization: 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 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</u>: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" for a cost of \$ _____ (insert the amount at contract award). Customs duties are _____ included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 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 performed has been accepted by Canada

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.
- Payments will be made provided that the invoice(s) are emailed to DFO Accounts
 Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: [insert the name of the Project/Technical Authority and the AP Coder] and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4007</u> (2022-12-01) Canada to own intellectual property rights in Foreground Information
- (c) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) the Contractor's bid dated _____ insert date of bid [If the bid was clarified or amended, insert at the time of contract award]: ", as clarified on _____ or, as amended on _____ and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).

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, 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.

6.14 Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1 Title: Lobster Recruitment and Harvest Fisheries Data Collection

1.2 Objective

The Lobster Recruitment and Harvest Fisheries Data Collection program trains participating fishermen in the spring and fall lobster fisheries along the Atlantic Coast of Nova Scotia, in the collection of data on lobster recruitment (LR), life history, commercial catch rates and associated bottom water temperature. The program is executed in Lobster Fishing Areas 27 -35 and provides data to support the estimation of primary fishing pressure indicators and secondary recruit abundance indicators in the stock assessments for Maritimes Lobster fisheries.

1.3 Background, Assumptions and Specific Scope of the Requirement

The lobster recruitment data has been collected since approximately the mid-1990s in LFAs 27-35. The project requires a strong relationship between the contracted organization and fish harvesters in order to coordinate a sufficient number of licensed commercial lobster fishermen throughout the geographic range of the program.

2.0 Requirements

2.1 Tasks and Activities

The contractor will identify, train and coordinate with participating fishermen through the spring and fall fisheries. The contractor will provide the necessary tools for data collection, enter and execute quality checks on data entry. Data will be submitted to DFO through a database and the contractor will provide updates throughout the project. Data collected for this project will include Protected B information, including information involving license holders' names, license numbers, and catch rate data.

Lobster recruitment and temperature data will be entered and edited by the contractor to provide:

- 2.1.1 Updates and QA/QC an Oracle database of daily catch and effort for lobster caught in standardized traps ordered by life-history stage and size (Lobster Recruitment portion) in LFA 27-35;
- 2.1.2 individual analyses for each participant providing details on the catch, effort and number of lobsters by life-history stage and size; and
- 2.1.3 inshore bottom water temperatures associated with lobster catches by position and depth to be submitted in the appropriate format (format to be determined).

2.2 Technical, Operational and Organizational Environment

DFO will provide the contractor with one computer able to access the DFO computer network through a VPN connection to facilitate the uploading of data. The contractor will be required to provide any other computers necessary to enter and submit data, and supply standardized traps, measuring gauges, logbooks, and temperature recorders necessary for data collection.

2.3 Method and Source of Acceptance

Work will be deemed acceptable provided completed data is quality controlled, entered and submitted through the necessary database along and supported by status reports. The acceptable level of involvement would be a minimum of 130 license holders LFAs 27-35; these numbers are based on previous years of the program.

2.4 Project management control procedures

The Scientific / Project Authority of the crown will communicate in writing with the supplier if any of the requirements of the contract are not being satisfactorily met. The Project Authority will review progress reports from the successful contractor throughout the duration of the project and provide any necessary feedback.

2.5 Change Management procedures

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 instruction from anybody other than the Contracting Authority.

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.

3.0 Other Terms and Conditions of the Statement of Work (SOW)

3.1 DFO Obligations

The Project Authority will review progress reports and monitor the timely submission of data throughout the contract period.

3.2 Contractor's Deliverables

The following must be accomplished annually (for the initial contract period and each exercised option year):

- 3.2.1 Apply for and be granted a DFO Scientific sampling license for all participants in the LR project;
- 3.2.2 Recruit, coordinate and train approximately 140 licensed commercial lobster fishermen throughout LFAs 27-35 to follow procedures (as outlined in Appendix 1.1) to gather information about undersize lobsters in their lobster fishing area during the commercial lobster fishing season;
- 3.2.3 Provide the required number of standardized traps (up to five traps per vessel) and measuring gauges and temperature recorders (as described in Appendix 1.3) to participating fishermen;
- 3.2.4 Provide trained personnel to maintain contact with fishermen to ensure that the protocols for the project are being followed. This will at times require the trained individual to conduct at-sea monitoring of activities;

3.2.5 Monitor the daily catch records completed by fishermen to ensure that their completion is consistent with the work description (see Appendix 1.3);
3.2.6 Complete annual review of the performance of participants and conduct periodic violation/sanction checks, as well as review new applications; and
3.2.7 Track recruitment trap tags issued to fishermen and provide updates to DFO fishery officers, licensing, management and the Project Authority;

3.3 Deliverable Milestones

The following deliverables must be completed within the timeframe stated below for the initial contract year and each option year (if exercised):

Milestone	Anticipated Milestone completion	Deliverables
	April	a) Training of LR participants in LFAs 27-32
1		b) Distribution of equipment to participants c) Email status report (to PA) on LR project
2	June	a) Email status report (to PA) on LR project
		b) At Sea-Sampling Trips.
3	August	 a) Email status report (to PA) on LR project b) At Sea-Sampling Trips c) Enter Data and edit LR data d) Initiate issuance of individual reports for fishermen e) All LR and temperature data for LFA 33 entered in database by Aug 30. Edits completed by Sept 15.
4	October	a) Train LR participants in LFAs 33-36, distribute equipment and gear b) Email status report (to PA) on LR project.
5	November	a) Email status report (to PA) on LR project b) All LR and temperature data for LFAs 27-32 needs to be in the database by Nov 30 with all edits completed on or before Dec 15.
6	February	 a) Email status report (to PA) on LR project b) All LR and temperature data for this area needs to be in the database by Mar 1 with all edits completed on or before Mar 15.

	March	
7		 a) Email status report (to PA) on LR project b) All finalized data (LR and temperature) needs to be in the database by March 15 with all edits completed on or before March 29. c) Provide a written report to each LR Project participant with the following:
,		 individual analyses providing details on the catch, effort and lobsters by life-history stage and size individual temperature information overall project

3.4 Language of Work

All work must be carried out in English..

3.5 **Travel and Living**

There is no provision for travel and/or living expenses under this contract

APPENDIX 1 to ANNEX A

1.1 Lobster Recruitment Index Project

This project continues a collaborative research effort began in the mid-1990s between DFO Science and lobster fishermen in LFAs 27-36. To ensure consistency and scientific rigour, the project procedures and protocols must follow those developed and implemented through that research, including the use of a standardized trap, lobster catch record logbook recording lobster catches, measuring gauges, temperature recorders and data formats.

1.1.1 Project Procedures

- a) Vessels will be required to complete a Lobster Record Book and to deploy a temperature recorder;
- b) Vessels will fish with a standardized trap (see 1.2) that meets all design specifications as detailed below and is approved by DFO Science;
- c) Standardized bait will be used when possible;
- d) The traps will be fished during the entire season. Traps are to be deployed consecutively in the same area throughout the season and are to be deployed in an area where there is a reasonable expectation of getting undersized lobsters. The purpose of this is to control the variables affecting the results in the study including the possible impact of moving the traps. Availability of juveniles can vary throughout the season; therefore, by leaving the traps in one location for the entire season we will be able to record the changes. The area in which traps are to be deployed will be decided on jointly by the vessel operator and contractor. Ideally, traps will be fished in the same spots in subsequent years;
- e) If the traps must be moved, new locations should be recorded in the Lobster Record Book.
- f) The length of all lobsters caught will be recorded, using a specially designed measuring gauge to measure the lobsters in 5 mm increments. The sex of the lobster, and for females, whether or not it is buried, and whether it is legal size, will also be recorded.

1.1.2 Effort Controls

- a) Each vessel will fish up to five traps, depending on the LFA;
- b) Vessels must use traps which meet the specifications set forth in the Project Procedures;
- c) Captains and crew participating in the project will be required to take up to a 1/2 day of training on techniques for measuring and sexing lobsters and recording data, provided by the contractor;
- d) Vessels must take a Fisheries Technician trained by the contractor on any trips when asked to do so;
- e) Any vessels not adhering to the preceding or to the Fisheries Act will be dismissed from the project.

1.2 Scientific Trap, measuring gauge and temperature recorder specifications

1.2.1 Trap Design

All participating fishermen must use a standard trap built and provided by the contractor. The standardized science traps have two 5-inch entrance rings, 1-inch wire mesh, no escape vents, and a

biodegradable ghost panel. This design was used to maximize the capture and retention of smaller size lobsters. Fisheries and Oceans Canada (DFO) will supply trap tags for the project traps.

1.2.2 Standardized Project Trap



40" X 21" X 14"

1.2.3 Temperature gauge

HOBO water temperature data logger (https://www.onsetcomp.com/products/data-loggers/mx2203 or https://www.onsetcomp.com/products/data-loggers/utbi-001)

or Project Authority approved alternative

1.3 Lobster Record Book

A logbook which records: date, soak days, position, depth, bait, time, trap number, lobster size (mm), sex, berried state, daily total number of traps hauled, total number of pounds landed, number of berried lobsters, number of legal size lobsters.

1.4: Sample Data tables for recruitment trap data to be given to DFO in electronic format

TRAPS TABLE

"Counter","Record Number","Trap Number","Lobster Number","Sex","Size","Short","Berried","V-Notched", "Recaptured"

220882, "R1", 1.00, 1.00, 2.00, 9.00, 1,0,0,0 220883, "R1", 1.00, 2.00, 1.00, 10.00, 1,0,0,0

220884,"R1",1.00,3.00,2.00,10.00,0,0,0,0 220885,"R1",1.00,4.00,1.00,11.00,0,0,0,0

220886, "R1", 1.00, 5.00, 2.00, 12.00, 0, 0, 0, 0, 220887, "R1", 2.00, 1.00, 2.00, 9.00, 1, 0, 0, 0

220888, "R1", 2.00, 2.00, 1.00, 10.00, 0, 0, 0, 0, 220889, "R1", 2.00, 3.00, 2.00, 10.00, 1, 0, 0, 0

220890,"R1",2.00,4.00,1.00,11.00,0,0,0,0 220891,"R1",2.00,5.00,1.00,11.00,0,0,0,0

POSITION TABLE

"ID","Record Number","Vessel Code","Soak Days","Date","Depth","Latitude","Longitude","Temp","Bait","Wind Direction","Wind Speed", "LFA", "Time"

27386,"R1",1364.00,1.00,25/11/2003	0:00:00,13.00,4425.20,6410.48,,"M",4.00,3.00,"33",30/12/1899	5:30:00
27387,"R2",1364.00,1.00,26/11/2003	0:00:00,13.00,4425.20,6410.48,,"m",3.00,2.00,"33",30/12/1899	7:00:00
27388,"R3",1364.00,1.00,27/11/2003	0:00:00,13.00,4425.20,6410.48,,"m",0.00,1.00,"33",30/12/1899	6:30:00
27389,"R4",1364.00,1.00,28/11/2003	0:00:00,13.00,4425.20,6410.48,,"m",0.00,1.00,"33",30/12/1899	6:40:00
27390,"R5",1364.00,2.00,30/11/2003	0:00:00,13.00,4425.20,6410.48,,"m",7.00,6.00,"33",30/12/1899	7:45:00
27391,"R6",1364.00,1.00,1/12/2003	0:00:00,13.00,4425.20,6410.48,,"m",7.00,6.00,"33",30/12/1899	8:00:00

27392,"R7",1364.00,1.00,2/12/2003 0:00:00,13.00,4425.20,6410.48,,"m",0.00,0.00,"33",

27393,"R8",1364.00,1.00,3/12/2003 0:00:00,13.00,4425.20,6410.48,,"m",8.00,6.00,"33",30/12/1899 10:00:00

27394,"R9",1364.00,2.00,5/12/2003 0:00:00,13.00,4425.20,6410.48,,"m",8.00,6.00,"33",

27395,"R10",1364.00,4.00,9/12/2003 0:00:00,13.00,4425.20,6410.48,,"m",8.00,6.00,"33",30/12/1899 12:45:00

27396,"R11",1364.00,1.00,10/12/2003 0:00:00,13.00,4425.20,6410.48,,"m",0.00,1.00,"33",

27397,"R12",1366.00,1.00,25/11/2003 0:00:00,20.50,4357.10,6444.90,7.60,"sh",3.00,1.00,"33",30/12/1899 5:00:00

Solicitation No. – Nº de l'invitation : 30004901

Tempe	erature Data											
LFA	Vessel CodeGauge	Date	Date	Latitude	Longitude	Lat (degrees)Long	(degr	ees)Dep t	Depth(m)Temp		Time S	Soak Days
34	1336	3713 28/11/2006	39049	4335.68	6617.7	43.5947	66.295	48	87.78	8.66	3:00	1
34	1336	3713 29/11/2006	39050	4324.19	6621.25	43.4032	66.3542	42	76.81	9.09	6:30	1
34	1336	3713 30/11/2006	39051	4334.52	6621.3	43.5753	66.355	38	69.49	9.15	18:30	1
34	1336	3713 01/12/2006	39052	4334.19	6621.15	43.5698	66.3525	40	73.15	9.37	7:30	1
34	1336	3713 03/12/2006	39054	4330.91	6632.74	43.5152	66.5457	57	104.24	9.93	13:40	2
34	1336	3713 04/12/2006	39055	4331.12	6632.9	43.5187	66.5483	60	109.73	10.13	12:27	1
34	1336	3713 06/12/2006	39057	4326.78	6637.81	43.4463	66.6302	57	104.24	10.09	6:50	2

^{*} DATA SUBMISSION USING ABOVE TABLE STRUCTURE MAY BE REPLACED BY DIRECT LOADING OF DATA INTO PROJECT AUTHORITY APPROVED DFO ORACLE DATABASE TABLES.

ANNEX "B" **BASIS of PAYMENT**

The Contractor will be paid firm prices as follows, for work performed in accordance with the Contract.

Table A-1: Initial Contract Period: Contract Award to March 31, 2025

Description	Firm Price
Provide professional services for Lobster Recruitment and Harvest Fisheries Data Collection as described in Annex "A" Statement of Work	\$
Total all-inclusive Firm Price (Taxes are excluded)	\$

Table A-2: Payment Schedule for Initial Contract Period: Contract Award to March 31, 2025

Payment No	Description and Deliverables (as per Annex A, para 3.3 Deliverable Milestones)	Percentage Payment	Firm Price
1	Upon completion of Milestone 1	30% value of contract	\$
2	Upon completion of Milestone 2	10% value of contract	\$
3	Upon completion of Milestone 3	20% value of contract	\$
4	Upon completion of Milestone 4	10% value of contract	\$
5	Upon completion of Milestone 5	10% value of contract	\$
6	Upon completion of Milestone 6	10% value of contract	\$
7	Upon completion of Milestone 7	10% value of contract	\$

Table B-1: Option Period One: April 1, 2025 to March 31, 2026

Description	Firm Price
Provide professional services for Lobster Recruitment and Harvest Fisheries Data Collection as described in Annex "A" Statement of Work	\$
Total all-inclusive Firm Price (Taxes are excluded)	\$(B)

Table B-2: Payment Schedule for Option Period One: April 1, 2025 to March 31, 2026

Payment No	Description and Deliverable (as per Annex A, para 3.3 Deliverable Milestones)	Percentage Payment	Firm Price
1	Upon completion of Milestone 1	30% value of contract	\$
2	Upon completion of Milestone 2	10% value of contract	\$
3	Upon completion of Milestone 3	20% value of contract	\$
4	Upon completion of Milestone 4	10% value of contract	\$
5	Upon completion of Milestone 5	10% value of contract	\$
6	Upon completion of Milestone 6	10% value of contract	\$
7	Upon completion of Milestone 7	10% value of contract	\$

Table C-1: Option Period Two: April 1, 2026 to March 31, 2027

Description	Firm Price
Provide professional services for Lobster Recruitment and Harvest Fisheries Data Collection as described in Annex "A" Statement of Work	\$
Total all-inclusive Firm Price (Taxes are excluded)	\$(C)

Table C-2: Payment Schedule for Option Period Two: April 1, 2026 to March 31, 2027

Payment No	Description and Deliverable (as per Annex A, para 3.3 Deliverable Milestones)	Percentage Payment	Firm Price
1	Upon completion of Milestone 1	30% value of contract	\$
2	Upon completion of Milestone 2	10% value of contract	\$
3	Upon completion of Milestone 3	20% value of contract	\$
4	Upon completion of Milestone 4	10% value of contract	\$
5	Upon completion of Milestone 5	10% value of contract	\$
6	Upon completion of Milestone 6	10% value of contract	\$
7	Upon completion of Milestone 7	10% value of contract	\$

Table D-1: Option Period Three: April 1, 2027 to March 31, 2028

Description	Firm Price
Provide professional services for Lobster Recruitment and Harvest Fisheries Data Collection as described in Annex "A" Statement of Work	\$
Total all-inclusive Firm Price (Taxes are excluded)	\$(D)

Table D-2: Payment Schedule for Option Period Three: April 1, 2027 to March 31, 2028

Payment No	Description and Deliverable (as per Annex A, para 3.3 Deliverable Milestones)	Percentage Payment	Firm Price
1	Upon completion of Milestone 1	30% value of contract	\$
2	Upon completion of Milestone 2	10% value of contract	\$
3	Upon completion of Milestone 3	20% value of contract	\$
4	Upon completion of Milestone 4	10% value of contract	\$
5	Upon completion of Milestone 5	10% value of contract	\$
6	Upon completion of Milestone 6	10% value of contract	\$
7	Upon completion of Milestone 7	10% value of contract	\$

Table E-1: Option Period Four: April 1, 2028 to March 31, 2029

Description	Firm Price
Provide professional services for Lobster Recruitment and Harvest Fisheries Data Collection as described in Annex "A" Statement of Work	\$
Total all-inclusive Firm Price (Taxes are excluded)	\$(E)

Table E-2: Payment Schedule for Option Period Four: April 1, 2028 to March 31, 2029

Payment No	Description and Deliverable (as per Annex A, para 3.3 Deliverable Milestones)	Percentage Payment	Firm Price
1	Upon completion of Milestone 1	30% value of contract	\$
2	Upon completion of Milestone 2	10% value of contract	\$
3	Upon completion of Milestone 3	20% value of contract	\$
4	Upon completion of Milestone 4	10% value of contract	\$
5	Upon completion of Milestone 5	10% value of contract	\$
6	Upon completion of Milestone 6	10% value of contract	\$
7	Upon completion of Milestone 7	10% value of contract	\$

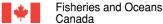
Total Price for Evaluation Purposes Only								
Initial Contract: Contract Award to March 31, 2025	(A) \$							
Option Period One: April 1, 2025 to March 31, 2026	(B) \$							
Option Period Two: April 1, 2026 to March 31, 2027	(C) \$							
Option Period Three: April 1, 2027 to March 31, 2028	(D) \$							
Option Period Four: April 1, 2028 to March 31, 2029	(E) \$							
Total Financial Bid (Excluding taxes)	\$(CAD)							

Note to Bidders: You MUST fill in the pricing tables and submit the completed Annex B as part of your financial bid. Bidders failing to submit a completed Annex B, will be deemed non-complaint and will not be considered for contract award.

ANNEX "C" **SECURITY REQUIREMENTS CHECK LIST**

Government Gouvernement of Canada du Canada	Contract Number / Numéro du contrat
	Security Classification / Classification de sécurité

	LISTE DE V	ÉRIFICATION DES E				
PART A - CONTRACT INFO			N CONTRACTUE		och or Directorate / Direct	on générale ou Disseties
 Originating Government I Ministère ou organisme g 	ouvernemental			2. Bran	nch or Directorate / Directi	on generale ou Direction
Fisheries and Oceans						
3. a) Subcontract Number /	se du sous-traitant					
4. Brief Description of Work	- Brève descript	tion du travail				
Lobster Recruitment and	Harvest Fishe	eries Data Collection				
a) Will the supplier requir Le fournisseur aura-t-i		ntrolled Goods? archandises contrô l ées?				No Yes Oui
Regulations?	accès à des de	onnées techniques milita	•		the Technical Data Contro etties aux dispositions du	No Yes Non Oui
6. Indicate the type of acces	s required - Ind	liquer le type d'accès req	uis			
(Specify the level of ac	ue les employés ccess using the	quire access to PROTEC auront-ils accès à des re chart in Question 7. c) t le tableau qui se trouve	enseignements o	u à des biens PR	tion or assets? OTÉGÉS et/ou CLASSIFI	ÉS? Non Yes Oui
Le fournisseur et ses e	CTED and/or CL emp l oyés (p.ex.	_ASSIFIED information o	r assets is permit 'entretien) auront-	ted. ils accès à des z	ones d'accès restreintes?	No Yes Non Oui
b. c) Is this a commercial co S'agit-il d'un contrat de	ourier or deliver e messagerie ou	y requirement with no ov u de l ivraison commercial	ernight storage? les sans entrepor	sage de nuit?		No Yes Oui
7. a) Indicate the type of inf	ormation that th	e supplier will be require	d to access / Indi	quer le type d'info	rmation auquel le fourniss	seur devra avoir accès
Canada	~	NAT	O / OTAN		Foreign / Étran	ger
7. b) Release restrictions / f	Restrictions rela	itives à la diffusion				
No release restrictions Aucune restriction relative à la diffusion	~	All NATO count Tous les pays d			No release restrictions Aucune restriction relat à la diffusion	ive
Not releasable À ne pas diffuser			_	_		_
Restricted to: / Limité à :		Restricted to: / I	_imité à :		Restricted to: / Limité à	: 🔲
Specify country(ies): / Précis	ser le(s) pays :	Specify country	(ies): / Préciser le	e(s) pays :	Specify country(ies): / F	Préciser le(s) pays :
7. c) Level of information / N	Niveau d'informa	ation				
PROTECTED A PROTEGÉ A		NATO UNCLAS NATO NON CL			PROTECTED A PROTEGÉ A	
PROTECTED B PROTEGÉ B	V		ON RESTREINT		PROTECTED B PROTEGÉ B	
PROTECTED C PROTÉGÉ C	므	NATO CONFID NATO CONFID	ENTIEL	믜	PROTECTED C PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL SECRET	븸	NATO SECRET		븸	CONFIDENTIAL CONFIDENTIEL SECRET	
SECRET TOP SECRET	믬	COSMIC TOP S COSMIC TRES	SECRET		SECRET TOP SECRET	
TRÈS SECRET	뷔				TRÈS SECRET	
TOP SECRET (SIGINT) TRES SECRET (SIGINT)					TOP SECRET (SIGINT TRÈS SECRET (SIGIN	rh L
	1					
TROUGHT SER AND		Security	Classification / C	lassification de s	écurité	Canadä
TBS/SCT 350-103 (2004/12)						Cariada



Solicitation No. – Nº de l'invitation : 30004901

*	Government	Gouvernement
Ŧ	of Canada	du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROT Le fournisseur aura-t-il accès à des rensi If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de s	ECTED and/or CLASSIFIED COMSEC information or assets? eignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? sensibilité :	No Yes Oui
	nely sensitive INFOSEC information or assets: eignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Oui
Short Title(s) of material / Titre(s) abrégé	(s) du matériel :	
Document Number / Numéro du docume	nt:	
PART B - PERSONNEL (SUPPLIER) / PAR		
RELIABILITY STATUS	uired / Niveau de contrôle de la sécurité du personnel requis CONFIDENTIAL SECRET	TOP SECRET
COTE DE FIABILITÉ TOP SECRET - SIGINT	CONFIDENTIAL SECRET NATO CONFIDENTIAL NATO SECRET	TRÈS SECRET COSMIC TOP SECRET
TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO SECRET	COSMIC TOP SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTS		
Special comments: Commentaires spéciaux :		
	ng are identified, a Security Classification Guide must be provided. de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	e foumi.
 b) May unscreened personnel be used for Du personnel sans autorisation sécuri 	or portions of the work? taire peut-il se voir confier des parties du travail?	No Yes Oui
If Yes, will unscreened personnel be e		No Yes
Dans l'affirmative, le personnel en que	sstion sera-i-ii escorte?	Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PA	ARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
	e and store PROTECTED and/or CLASSIFIED information or assets on its site or	□ No □ Yes
premises?	oir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	Non Oui
11. b) Will the supplier be required to safegu Le fournisseur sera-i-il tenu de protég	ard COMSEC information or assets? er des renseignements ou des biens COMSEC?	No Yes Oui
PRODUCTION		
equipment occur at the supplier's site	/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or or premises? ont-elles à la production (fabrication et/ou réparation et/ou modification) de matérial	No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA	A / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its CLASSIFIED information or data?	IT systems to electronically process, produce or store PROTECTED and/or	No Yes
LEASSIFIED INTORMATION OF GATA?		
	ses propres systèmes informatiques pour traiter, produire ou stocker électroniquem PROTEGÉS et/ou CLASSIFIÉS?	
Le fournisseur sera-t-il tenu d'utiliser s des renseignements ou des données 11. e) Will there be an electronic link betwee		No Yes
Le fournisseur sera-t-il tenu d'utiliser s des renseignements ou des données 11. e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique e	PROTEGÉS et/ou CLASSIFIÉS? In the supplier's IT systems and the government department or agency?	
Le fournisseur sera-t-il tenu d'utiliser s des renseignements ou des données 11. e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique e	PROTEGÉS et/ou CLASSIFIÉS? In the supplier's IT systems and the government department or agency?	

	Government	Gouvernement
*	of Canada	du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

FART C (continued) IF For users completing site(s) or premises. Les utilisateurs qui re niveaux de sauvegar For users completing Dans le cas des utilis dans le tableau récaj	the f emplis de re the f sateur	orm r ssent quis a orm o	manu le for aux ir online	rmulaire man estallations du e (via the Inter olissent le for	uelleme I fournis net), the mulaire e	ent doive seur. summar en ligne (nt utiliser le y chart is au (par Internet	tableau réca utomatically p	pitulatif o opulateo es aux q	i-dessous d by your ruestions p	pou	r indi	quer,	pour chaque	catégor	ie, les
Category Catégorie		OTEC'		CLA	SUMMA SSIFIED ASSIFIÉ	ARY CHA	ART / TABL	NATO	ITULAT	'IF				COMSEC		\neg
	Α	В	С	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret		rotect Protég B		Confidential Confidential	Secret	Top Secret Très Secret
Information / Assets Renseignements / Biens		>														
Production																
IT Media Support TI		٧														
IT Link Lien é l ectronique																
La description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée. 12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera∹elle PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

Security Classification / Classification de sécurité	Canadä

Solicitation No. – Nº de l'invitation : 30004901

ANNEX "D" **EVALUATION CRITERIA**

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

For the Bidder's project examples, experience is to be used to demonstrate compliancy.

	Mandatory Criteria	Met	Proposal
No.	·	(yes /No)	Cross reference Page No.
			(Bidders please fill out)
	Bidders must demonstrate that that they have (at a		
	minimum) twelve (12) months of experience conducting		
	field work collaborating with fishermen and/or fishing		
M1	associations from Lobster Fishing Areas (LFAs) 27-35.		
	Each project description must include:		
	 Scope of work conducted including number of 		
	participants, locations, etc		
	 Type of data collected; 		
	Start and end dates of project; and		
	 Description of the work (less than 250 words) 		
	Bidders must provide a CV for each of the proposed		
	resources. CVs must include a list of projects that the		
	proposed resources have worked on that involve data		
	entry, data validation and data quality assurance.		
	and value randation and data quality accuration		
	Each proposed resource must have a minimum of one		
	project and twelve (12) months experience.		
M2	Each project example must include:		
	Name of client organization;		
	 Client organization representative; 		
	 Start and end dates of project; 		
	 Role the proposed resource held within the 		
	mentioned project; and		
	 Description of the work (less than 250 words) 		

	Bidders must demonstrate experience training fishermen in the collection of scientific data, and conducting at-sea monitoring activities.
	Minimum of one project and twelve (12) months experience.
М3	Each example must include:
	> Name of client organization;
	Client organization representative;
	 Start and end dates of project; and Brief description of the work (less than 200 words).

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Bidders <u>must obtain a minimum of 5 points per rated criteria</u> (R1 through R8). Proposals which fail to attain at least **5 points** per criterion will be deemed non-responsive and given no further consideration.

No.	Rated Criteria	Points Given
R1	Years of experience conducting field work collaborating with fishermen/ fishing associations from Lobster Fishing Areas (LFAs) 27-35. 5 points per 12 months experience to a maximum of 5 years – 25 points (minimum 5 points – as per M1) Project descriptions from M1 will be used to assess R1.	/25
R2	Number of projects of experience conducting field work collaborating with fishermen/fishing associations from Lobster Fishing Areas (LFAs) 27-35. 5 points per project to a maximum of 5 projects – 25 points (minimum 5 points as per M1) Project descriptions from M1 will be used to assess R2.	/25

R3	Experience deploying temperature loggers and extracting data. 5 points per 12 months experience to a maximum of 5 years – 25 points Project descriptions from M1 will be used to assess R3 . Please ensure that project descriptions provided for M1 include information which can be used to assess R3 .	/25
R4	Average number of years of experience of proposed bidder resources to be assigned to this project. > 1 year- 5 points > 2-4 years- 10 points > 5+ years- 15 points (Minimum 5 points- as per M2) Project descriptions from M2 will be used to assess R4.	/15
R5	Experience collecting scientific data during at-sea fishing activity. 5 points per 12 months experience to a maximum of 5 years – 25 points Please provide a list of projects for which you have gained working at sea and collecting data during fishing activity. Please include: Project name Brief project description Start / end dates	/25
R6	Experience in training on the measuring, sexing, and staging lobster shells and eggs. 5 points per 12 months experience to a maximum of 5 years – 25 points Project descriptions from M3 will be used to assess R6. Please ensure that project descriptions provided for M3 include information which can be used to assess R6.	/25
R7	Experience obtaining and working with scientific fishing licenses. 5 points per project up to a maximum of 3 project – 15 points Please provide a list of projects for which you have obtained scientific fishing licenses. Please include: Project name Brief project description Start / end dates	/15

R8	Experience entering and quality checking fisheries data. 5 points per 12 months of experience to a maximum of 5 years – 25 points Please provide a list of projects for which you have experience entering and quality checking fisheries data. Please include: Project name Brief project description Start / end dates	/25
	Total Evaluated Score	/180
	Minimum Passing Score	120