

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :	Title / Titre KEBABB and High /		ton	Date April 18th, 2023
Bid Receiving/Réception des soumissions	taxonomic analyses Solicitation No. / Nº de l'invitation			<u> </u>
Procurement Hub   Centre d'approvisionnement Fisheries and Oceans Canada   Pêches et	30003246 Client Reference No. / No. de référence du client(e) 30003246			
Océans Canada 301 Bishop Drive   301 promenade Bishop Fredericton, NB, E3C 2M6	Solicitation Closes At /à: 2:00 PM		-	
<u>Email / Courriel</u> : <u>DFO.Tenders-</u> Soumissions.MPO@dfo-mpo.gc.ca	ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> May 3rd, 2023			Avancée de l'Atlantique)
REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION	F.O.B. / F.A.B. Destination	<b>Taxes</b> See herein — ci-inclus	- Voir	<b>Duty / Droits</b> See herein — Voir ci-inclus
Proposal to: Fisheries and Oceans Canada	Destination of Goo services See herein — Voir o		es / Des	tinations des biens et
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).	Instructions See herein — Voir ci-inclus			
	Address Inquiries to : / Adresser toute demande de renseignements à : Cal LaKing – Contracting Specialist			
	Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca			
	Delivery Required exigée See herein — Voir e	/ Livraison		ry Offered / Livraison
	Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur			
	Telephone No. / No téléphone	o. de	Facsim	nile No. / No. de télécopieur
	(type or print) / No	m et titre de la	person	ign on behalf of Vendor ne autorisée à signer au aractères d'imprimerie)
	Signature		Date	



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## **PART 1 - GENERAL INFORMATION**

## 1.1 Security Requirements

There is no security requirement applicable to the Contract.

## 1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

#### **1.4 Trade Agreements**

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



## PART 2 - BIDDER INSTRUCTIONS

## 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, 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 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)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

Section I:	<b>Technical Bid</b> (one soft copy in PDF format)
Section II:	<b>Financial Bid</b> (one soft copy in PDF format)
Section III:	<b>Certifications</b> (one soft copy in PDF format)

#### Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

## 3.1.2 Exchange Rate Fluctuation

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



# Section III: Certifications

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

# ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

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

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

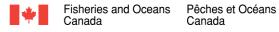
Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Estimated **Extended Price (Evaluation** Description quantity of Price per sample purposes only) samples Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern 200 \$ \_\_\_\_\_ \$\_\_\_\_ Canadian Arctic or High Canadian Arctic; preserved in formalin Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern 20 \$ \$ Canadian Arctic or High Canadian Arctic; preserved in formalin Initial period all-inclusive evaluated price \$

Initial period: Award to March 31, 2024

# Option period one (1) April 1, 2024 – March 31, 2025

Description	Estimated quantity of samples	Price per sample	Extended Price (Evaluation purposes only)
Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	200	\$	\$
Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	20	\$	\$
Option period one (1) all-inclusive evaluated price			\$



Option period two (2) April 1, 2025 – March 31, 2026

Description	Estimated quantity of samples	Price per sample	Extended Price (Evaluation purposes only)
Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	140	\$	\$
Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	20	\$	\$
Option period two (2) all-inclusive evaluated price			\$

# Option period three (3) April 1, 2026 - March 31, 2027

Description	Estimated quantity of samples	Price per sample	Extended Price (Evaluation purposes only)
Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	140	\$	\$
Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	20	\$	\$
Option period three (3) all-inclusive evaluated price			\$

Option period four (4) April 1, 2027 - March 31, 2028

Description	Estimated quantity of samples	Price per sample	Extended Price (Evaluation purposes only)
Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	140	\$	\$
Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin	20	\$	\$



Description	Estimated quantity of samples	Price per sample	Extended Price (Evaluation purposes only)
Option period four (4) all-inclusive evaluated price		\$	

Evaluated Price		
Initial period all-inclusive evaluated price	\$	
Option period one (1) all-inclusive evaluated price	\$	
Option period two (2) all-inclusive evaluated price	\$	
Option period three (3) all-inclusive evaluated price	\$	
Option period four (4) all-inclusive evaluated price	\$	
Total all-inclusive evaluated price	\$	
All prices do not include any applicable tax		



# 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"

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

## 4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause (A0031T) (2010-08-16), Basis of Selection - Mandatory Technical Criteria



# PART 5 - CERTIFICATIONS

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

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

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

# 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

# 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions – Required Documentation

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

# 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## 5.2.3 Additional Certifications Precedent to Contract Award

# 5.2.3.1 Status and Availability of Resources

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



## 5.2.3.2 Education and Experience

SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience

## 5.2.3.3 List of Names for Integrity Verification Form

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

## 5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

## 5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



## 5.2.3.6 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 *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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



#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

#### The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

# ATTACHMENT 1 TO PART 5

## LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

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

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

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

List of names for integrity verification form



## **PART 6 - RESULTING CONTRACT CLAUSES**

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 There is no security requirement applicable to the Contract.

#### 6.2 Statement of Work

Canada

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/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.
- 6.3.2.1 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.invoicingfacturation.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;
  - 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
- I. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 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 periods 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 ten (10) 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:Cal LaKingTitle:Contracting SpecialistDepartment:Fisheries and Oceans CanadaAddress:301 Bishop Drive Fredericton, NB E3C 2M6Telephone:506-478-3581E-mail address:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



## 6.5.2 Project Authority (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: Title: Organization: Address:	
Telephone: E-mail address:	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.5.3 Contractor's Representative (to be inserted at Contract award)

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

# 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 6.7 Payment

## 6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

## 6.7.2 Limitation of expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$
   <u>(to be inserted at contract award)</u>. 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 Monthly Payment

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

#### 6.7.4 Electronic Payment of Invoices – Contract

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

Acquisition Card; 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 <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> 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.

#### 6.9.4 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 \_\_\_\_\_\_ (to be inserted at contract award).



## 6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

## 6.12 Foreign Nationals (Canadian Contractor) AND/OR (Foreign Contractor)

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

## AND/OR

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

## 6.13 Insurance - G1005C (2016-01-28)

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

## 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

## 6.15 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. Title

KEBABB and High Arctic zooplankton taxonomic analyses.

## 2. Background

Zooplankton samples were collected as part of Knowledge and Ecosystem-Based Approach in Baffin Bay (KEBABB) and science programs in the High Canadian Arctic for regulatory and fisheries management processes and for conservation initiatives supporting Tuvaijuittuq and the Tallurutiup Imanga National Conservation Area, as dictated by DFO's mandate. The data from the samples are key ecosystem health parameters in the Baffin Bay and Canadian High Arctic region. Specialized analyses are required for the assessment of the abundance of species, diversity and taxonomic composition of these samples to further inform the fisheries management and conservation process in the area.

## 3. Objective

The objective is to analyze the samples for zooplankton taxonomic composition, abundance and diversity.

## 4. Location of work

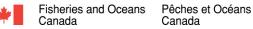
Work will be conducted at the Contractor's place of business.

## 5. DFO Support

Marine Productivity Laboratory, Fisheries and Oceans Canada (DFO) will send the samples, as required, (fixed in formalin) to the Contractor along with a printed and electronic copy of sample list.

## 6. Tasks and Deliverables

Task	Deliverable	Format	Due
Contractor must provide taxonomic analysis as follows: - Meso-zooplankton collected with 200um mesh net will be analyzed in 2 fractions (over 1000um sieve and between 1000um and 200um sieve). For each fraction a subsample of a minimum of 300 individuals are identified to the lowest taxonomic level possible as well as for life stage (for copepods only), - the screening of rare larger species and ichthyoplankton; the large fraction (>1000um sieve) of the whole sample will be screened for "medium amphipod size" species and ichthyoplankton and these will be identified to the lowest taxonomic level possible.	Final data for each sample	Microsoft Excel	Due at the end of each contract period. i.e., initial and option periods.



## 7. Resource Requirement

The Contractor must designate a project lead (resource) to oversee the work.

There is to be no students and/or student research involved in this work at any point. Contractor must process and analyze samples according to established protocols for taxonomic analyses of Arctic marine zooplankton

## 8. Language requirement

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

Legend Oral		Comprehension	Written
Basic	<ul> <li>A person speaking at this level can:</li> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<ul> <li>A person reading at this level can:</li> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
A person speaking at this level can:• sustain a conversation on concrete topics; report on actions taken;• give straightforward instructions to employees; and• provide factual descriptions and explanations.		<ul> <li>A person reading at this level can:</li> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<ul> <li>A person writing at this level can:</li> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
Advanced	A person speaking at this level can:A person reading at this level can:• support opinions; and understand and express hypothetical and conditional ideas• understand most complex details, inferences and fine points of meaning; and• have a good comprehension of specialized or less familiar material.		<ul> <li>A person writing at this level can:</li> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>



# ANNEX "B" BASIS OF PAYMENT

# (This table will be completed upon Contract award.)

	Firm Unit Prices				
Description	Award to March 31,2024	April 1, 2024 – March 31, 2025	April 1, 2025 – March 31, 2026	April 1, 2026 – March 31, 2027	April 1, 2027 – March 31, 2028
Sample type 1: Zooplankton samples collected with a 200 µm mesh net in the stratified tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin					
Sample type 2: Zooplankton samples collected with a 200 µm mesh net in the integrated tow from the eastern Canadian Arctic or High Canadian Arctic; preserved in formalin					

# ANNEX "C" EVALUATION CRITERIA

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

The Bidder should include the following table in their proposal and provide the proposal page number or section that contains information to verify that the criteria has been met. Each mandatory criterion should be addressed separately.

Project descriptions should include the following information:

- The client organization;
- The dates/duration of the project (month/year);
- A description of the project (less than 500 words), including the scope and elements of the framework, and the results/outcomes of the work.

Bidder – the organization submitting the bid. Project lead - lead proposed resource

No.	Mandatory Criteria	Proposal Page No. (to be completed by the bidder)
M1	Using project descriptions, the Bidder must demonstrate that their proposed project lead has a minimum of 120 months experience carrying out zooplankton taxonomy analyses of Arctic marine samples using microscopy techniques.	
M2	Using project descriptions, the Bidder must demonstrate that their proposed project lead has a minimum of 120 months experience carrying out ichthyoplankton taxonomy analyses of Arctic marine samples using microscopy techniques.	
М3	Using project descriptions, the Bidder must demonstrate their proposed project lead has a minimum of 60 months experience analyzing zooplankton samples from the Baffin Bay area.	
M4	Using project descriptions, the Bidder must demonstrate their proposed project lead has a minimum of 60 months experience analyzing zooplankton samples collected in stratified tows with a 200 µm mesh-size net.	