



**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  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

**Email / Courriel :** [DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca) and  
[Richard.soulliere@dfo-mpo.gc.ca](mailto:Richard.soulliere@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).

<b>Title / Titre</b> Analyzing the Effects of Plastic Fishing and Aquaculture Gear in the Marine Environment		<b>Date</b> May 21, 2024
<b>Solicitation No. / N° de l'invitation</b> 30004992		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2:00 PM EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) <b>On / le :</b> June 17, 2024		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Richard Soulliere, Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca">DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca</a> and <a href="mailto:Richard.soulliere@dfo-mpo.gc.ca">Richard.soulliere@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b> See herein — Voir en ceci	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Email / Adresse courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (tapez ou écrivez en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## PART 1. - GENERAL INFORMATION

### 1.1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Security Requirements Checklist.

### 1.2. Summary

**1.2.1.** Abandoned, lost or otherwise discarded fishing gear (ALDGF or “Ghost Gear”) is commonly caused by rough weather, snags below the surface, unintentional line cutting from marine traffic and gear interactions. The Department of Fisheries and Oceans Canada requires a **socioeconomic report** that includes a Canadian perspective from a local to national scale.

Topics to be covered in this report include:

- Impacts on tourism;
- costs to coastal communities for conducting clean up efforts;
- damage that results in the reduction of effectiveness of ecosystem services for industry and coastal communities;
- impacts on potential revenue due to existing linear economic models that do not value recycling/repurposing end of life fishing gear; and
- proposals for fisheries management measures and economic tools to incentivize independent gear retrieval and decrease fishing gear loss.

The team proposed in the technical bid must be comprised of a:

- principal researcher;
- co-researcher;
- research specialist; and
- junior researcher.

The duration of any resulting contract will be from contract award to April 10, 2025 with an irrevocable option to extend the term of the Contract by four (4) additional six-month periods under the same conditions.

**1.2.2.** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract



Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- 1.2.3.** This bid solicitation is to establish a contract for the delivery of the requirement detailed in the bid solicitation to DFO-CCG across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

### **1.3. International Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Ukraine Free Trade Agreement (CUFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPATPP), Canada-UK Trade Continuity Agreement (CUK-TCA), and the Canadian Free Trade Agreement (CFTA).

### **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.



## 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 Standard Acquisition Clauses and Conditions manual (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.***

- a) 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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0) (<https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0>) issued by Public Works and Government Services Canada.
- b) 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.
- c) The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d) Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

#### 2.1.1. Technical Difficulties of Bid Transmission

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

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

#### 2.1.2. Completeness of the Bid

- i. 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 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.
- ii. Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the Bidder:



1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That 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.
5. 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**

- i. Bids must be submitted only to the two email addresses indicated on page 1 of the bid solicitation by the date and time indicated on page 1 of the bid solicitation.
- ii. Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, or postal mail to DFO will not be accepted.

## **2.3. Enquiries - Bid Solicitation**

- i. All enquiries must be submitted in writing to the Contracting Authority no later than six (6) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- ii. 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**

- i. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- ii. 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. Improvement of Requirement During Solicitation Period**

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least six (6) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## 2.6. Bid Challenge and Recourse Mechanisms

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

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

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





## PART 3. - BID PREPARATION INSTRUCTIONS

### 3.1. Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date and time to both email addresses** indicated on page one of this solicitation:

- Section I: Technical Bid** (one soft copy in PDF format)  
**Section II: Financial Bid** (one soft copy in PDF format)  
**Section III: Certifications** (one soft copy in PDF format)

#### Important Notes:

- i. 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.
- ii. 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.
- iii. Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.
- iv. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - a) use 8.5 x 11 inch (216 mm x 279 mm) letter-size pages;
  - b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

- i. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- ii. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- iii. For **educational** requirements for a particular degree, designation or certificate, DFO will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution **outside of Canada**, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (<https://www.cicic.ca/>). This must be included in the technical bid by bid closure.



## **Section II: Financial Bid**

**3.1.1.** Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3. No changes to the quantity or level of effort will be accepted and will render a bid non-responsive.

**3.1.2.** All prices must be in Canadian dollars (CAD).

### **3.1.3. Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**3.1.4.** The price breakdown must not include the Applicable Taxes or travel costs.

## **Section III: Certifications**

In Section III of their bid, the Bidder must submit:

- i. A completed and signed cover page of this solicitation; and
- ii. the certifications and additional information required under Part 5 (including Attachment 1 to Part 5).

Bidders are also asked to provide Attachment 2 to Part 5 with their bid.



**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

- i. The Bidder must complete all the tables in this pricing schedule and include them in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive daily rate for each of the resource categories identified. Customs duties are included and **Applicable Taxes are extra**.
- ii. 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. Bids that change the estimated level of effort or quantity of any resource will be rejected and these bids will be declared non-responsive.
- iii. 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.

Table 1:

<b>Contract Period 1 - (Phase 1): Date of Contract award to September 10, 2024</b>				
<b>Resource Category</b>	<b>Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price ( = C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Principal Researcher	1	24 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher #1	1	48 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for the Required Resources for Contract Period 1:</b>				\$ [Bidder to insert]

Table 2:

<b>Contract Period 1: Optional Resources Date of Contract award to September 10, 2024</b>				
<b>Resource Category</b>	<b>Estimated Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price ( = C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Co-Researcher #2	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist #1	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist #2	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher	1	65 days	\$ [Bidder to insert]	\$ [Bidder to insert]



Administrative Support Staff	1	12 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for the Optional Resources for Contract Period 1:</b>				\$ [Bidder to insert]

Table 3:

<b>Contract Period 2 – Report (Phase 2): September 11, 2024 to April 10, 2025</b>				
Resource Category	Quantity	(C)	(D)	Price (= C x D)
		Estimated Level of Effort	Firm All-Inclusive Daily Rate	
Principal Researcher	1	45 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher #1	1	90 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist #1	1	75 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher #1	1	120 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for the Required Resources for Contract Period 2:</b>				\$ [Bidder to insert]

Table 4

<b>Contract Period 2 – Report (Phase 2): Optional Resources September 11, 2024 to April 10, 2025</b>				
Resource Category	Estimated Quantity	(C)	(D)	Price (= C x D)
		Estimated Level of Effort	Firm All-Inclusive Daily Rate	
Co-Researcher #2	1	30 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist #2	1	15 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher #2	1	120 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Administrative Support Staff	1	22 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for the Optional Resources for Contract Period 2:</b>				\$ [Bidder to insert]



Table 5

<b>Option Period 1 (Phase 2 extension): April 11, 2025 to October 10, 2025</b>				
<b>Resource Category</b>	<b>Estimated Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price (= C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Principal Researcher	1	38 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher	2	94 days total	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist	2	90 days total	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher	1	102 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Administrative Support Staff	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for Option Period 1:</b>				\$ [Bidder to insert]

Table 6

<b>Option Period 2 (Phase 2 extension): October 11, 2025 to April 10, 2026</b>				
<b>Resource Category</b>	<b>Estimated Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price (= C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Principal Researcher	1	38 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher	2	92 days total	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist	2	77 days total	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher	1	100 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Administrative Support Staff	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for Option Period 2:</b>				\$ [Bidder to insert]



Table 7

<b>Option Period 3 (Phase 2 extension): April 11, 2026 to October 10, 2026</b>				
<b>Resource Category</b>	<b>Estimated Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price (= C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Principal Researcher	1	38 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher	2	94 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist	2	90 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher	1	102 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Administrative Support Staff	1	20 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for Option Period 3:</b>				\$ [Bidder to insert]

Table 8

<b>Option Period 4 (Phase 2 extension): October 11, 2026 to March 31, 2027</b>				
<b>Resource Category</b>	<b>Quantity</b>	<b>(C)</b>	<b>(D)</b>	<b>Price (= C x D)</b>
		<b>Estimated Level of Effort</b>	<b>Firm All-Inclusive Daily Rate</b>	
Principal Researcher	1	36 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Co-Researcher	1	86 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Research Specialist	1	84 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Junior Researcher	1	95 days	\$ [Bidder to insert]	\$ [Bidder to insert]
Administrative Support Staff	1	18 days	\$ [Bidder to insert]	\$ [Bidder to insert]
<b>Total Bid Price for Option Period 4:</b>				\$ [Bidder to insert]

<b>Total Bid Price</b>	<b>\$ [Bidder to insert]</b>
( = Total Bid Price from Table 1 + Total Bid Price from Table 2 + Total Bid Price from Table 3 + Total Bid Price from Table 4 + Total Bid Price from Table 5 + Total Bid Price from Table 6 + Total Bid Price from Table 7 + Total Bid Price from Table 8 )	

**Note:** ALL amounts in ALL the preceding tables EXCLUDE Applicable Taxes.



**Definition of a Day**

- i. A day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked according to the following formula:

$$\text{(hours worked x applicable firm daily rate)} \div 7.5 \text{ hours}$$

- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



## **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" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1. Technical Evaluation**

Mandatory and point-rated technical evaluation criteria are included in Attachment 1 to Part 4.

#### **4.1.2. Financial Evaluation**

- i. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Any changes to the estimated quantities or estimated levels of effort will not be accepted and will result in the bid being declared non-responsive.
- ii. The evaluated price of a bid will be the Total Estimated Bid Price in Attachment 1 to Part 3 - Pricing Schedule.

### **4.2. Basis of Selection**

#### **4.2.1. Highest Combined Rating of Technical Merit (70%) and Price (30%)**

- 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 a combined minimum of 22 points for criteria RT1, RT2, RT3, and RT4. The rating for these criteria is performed on a scale of 44 points.
- 2. Bids not meeting articles 4.2.1.1.a., 4.2.1.1.b., or 4.2.1.1.c. (above) 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 / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The following table 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 equals 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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd



## ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

### 1.0 Mandatory Technical Criteria

- i. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- ii. Bids which fail to meet the mandatory technical criterion will be declared non-responsive and no further evaluation will be conducted. Each mandatory technical criterion should be addressed separately.
- iii. Canada will evaluate only one of each of the following resource categories. If a Bidder proposes more than one resource for a given category, Canada will only evaluate the first resource of that category that appears in the technical bid.
  - a. Principal Researcher
  - b. Co-Researcher
  - c. Research Specialist
  - d. Junior Researcher
- iv. For educational requirements for a particular degree, designation or certificate, DFO will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the [Canadian Information Centre for International Credentials \(https://www.cicic.ca/\)](https://www.cicic.ca/) with the technical bid by bid closure.

The mandatory technical criteria are:

#	Description of Mandatory Corporate Criterion (MT)	Cross Reference to Proposal <i>[Bidder to insert]</i>
<b>MT1</b>	<p>The Bidder must provide evidence that their proposed <b>principal researcher</b> is associated with and has access to the resources of an established registered* research institution run by a public or private organization.</p> <p>*Registered is defined as having a business number in Canada (registered federally, provincially, or territorially).</p> <p>The Bidder must provide the following in their technical bid by bid closure:</p> <ol style="list-style-type: none"> <li>i. A letter of confirmation demonstrating association/employment from an established public or private registered* research institution;</li> <li>ii. The name and postal address of the registered* research institution; and</li> <li>iii. The registered* research institution's business number and jurisdiction of the registration.</li> </ol>	
<b>MT2</b>	<p>The Bidder must provide evidence that their proposed <b>principal researcher</b> holds at minimum a Master's degree in economics, sociology, public policy, environmental science, environmental economics, socioeconomics, fisheries management, or marine policy or marine law from an accredited institution.</p>	



	A copy of the degree(s) must be provided in the technical bid by bid closure.	
<b>MT3</b>	<p>The Bidder's proposed <b>co-researcher and research specialist</b> must each hold any combination of a Diploma, Bachelor's, Master's, or Doctoral in economics, sociology, public policy, environmental science, environmental economics, socioeconomics, fisheries management, or marine policy or law from an accredited institution.</p> <p>A copy of the degree(s) must be provided in the technical bid by bid closure.</p>	
<b>MT4</b>	<p><b>At least one of the Bidder's proposed resources</b>, excluding the junior researcher and administrative support staff, must have completed at least one (1) project of at least four (4) months in duration in the field of Fisheries Resource Management, Marine Ecology, Human-Induced Environmental Degradation, or Natural Resource Economics, that considers multi-jurisdictional governance* incorporating a region of at least one province or territory.</p> <p>* Multi-jurisdictional governance is defined as more than one jurisdiction or geographical area.</p> <p>The Bidder <b>MUST</b> provide the following for the project:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Provide a description of the project, including scope, deliverables, objectives to be achieved and, environment type; and</li> <li>c) The start (MM/YY) and end dates (MM/YY) of the proposed resource's involvement on the project.</li> </ul>	

**2.0 Point-Rated Technical Criteria**

- i. Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below.
- ii. Bids which fail to obtain the required a combined total of 22 points for point-rated technical criteria RT1, RT2, RT3, and RT4 will be declared non-responsive.
- iii. Each point-rated technical criterion should be addressed separately.

The point-rated technical criteria are:

#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
<b>RT1</b>	The Bidder should demonstrate that its proposed <b>principle researcher</b> has experience presenting contentious findings* to	3 points per consideration (iv),	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<p>a client for a project and has engaged in risk management** on said project.</p> <p>* Contentious findings are defined as findings that either: (a) oppose the client's aims and objectives or (b) hamper the client's ability to achieve their initially desired results.</p> <p>** Risk Management is the art and science of identifying, analyzing and responding to risk factors throughout the life of a project and in the best interest of its objectives.</p> <p>The Bidder must provide the following details for each project:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization;</li> <li>ii. A description of the scope and desired results of the project;</li> <li>iii. The type of contentious findings* presented (a or b (above));</li> <li>iv. A description of the considerations in presenting the contentious findings*;</li> <li>and</li> <li>v. The risk mitigation techniques*** used.</li> </ol> <p>*** Acceptable risk mitigation techniques are:</p> <ol style="list-style-type: none"> <li>a. Risk Avoidance</li> <li>b. Risk Transfer</li> <li>c. Risk Reduction</li> <li>d. Risk Acceptance</li> <li>e. Risk Sharing</li> <li>f. Contingency Planning</li> <li>g. Risk Diversification</li> <li>h. Training and Skill Development</li> <li>i. Regular Monitoring and Reporting</li> </ol>	<p>up to 3 considerations.</p> <p>1 point for each mitigation technique (v) used, up to five such techniques</p> <p><b>Maximum 14 points</b></p>	
<b>RT2</b>	<p>The Bidder should demonstrate that its proposed <b>principle researcher</b> has published, within the last 15 years as of bid closure, work that pertains to fisheries or marine ecosystems.</p> <p>For each publication, the Bidder must provide the following details:</p> <ol style="list-style-type: none"> <li>a) Title;</li> <li>b) Publication date;</li> <li>c) Publisher;</li> <li>d) Publication type*;</li> <li>and</li> <li>e) Author name(s).</li> </ol>	<p>1 point for each publication type, up to five types</p> <p>1 additional point for each publication that is of published peer-reviewed work, up to five such publications.</p>	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<p>* The types of publications include:</p> <ul style="list-style-type: none"> <li>• Books;</li> <li>• Journals</li> <li>• Newspapers;</li> <li>• Magazines;</li> <li>• Newsletters;</li> <li>• Brochures;</li> <li>• Catalogs;</li> <li>• Reports;</li> <li>• White papers</li> <li>• Academic papers;</li> <li>• Theses and dissertations; and</li> <li>• Other.</li> </ul>	<p><b>Maximum 10 points</b></p>	
<b>RT3</b>	<p>The Bidder should demonstrate that its proposed <b>principle researcher</b> has experience presenting research findings to:</p> <ol style="list-style-type: none"> <li>i. governance leaders or policy makers at the provincial, territorial, federal or international level;</li> <li>ii. fishing industry advisory committees, boards, or associations; regional fisheries management organizations;</li> <li>iii. academia; or</li> <li>iv. science organizations.</li> </ol> <p>The Bidder must provide the following details for each presenting experience:</p> <ol style="list-style-type: none"> <li>a) Date of the presentation;</li> <li>b) Name of the conference/event and location;</li> <li>c) Title of the presentation given/co-presented by the proposed resource;</li> <li>d) Audience (e.g. policy leaders, academic); and</li> <li>e) Names of all authors and co-authors for the presentation.</li> </ol>	<p>1 point per presentation on research findings presented to the outlined audience types, up to four such presentations</p> <p>1 point for each international-level presenting experience, up to three such experiences.</p> <p><b>Maximum 7 points</b></p>	
<b>RT4</b>	<p>The Bidder should demonstrate that its proposed <b>principle researcher</b> has used different research methodologies.</p> <p>Acceptable quantitative research methodologies are:</p> <ul style="list-style-type: none"> <li>• Surveys;</li> <li>• Existing data (primary or secondary research);</li> <li>• Statistical analysis;</li> <li>• Meta-analysis;</li> </ul>	<p>1 point per example if the research methodology used was <b>not</b> on the subject of fish populations, up to a maximum of 8</p> <p>2 points per example if the research</p>	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<ul style="list-style-type: none"> <li>• Content analysis;</li> <li>• Descriptive research; and</li> <li>• Experimental research.</li> </ul> <p>Acceptable qualitative research methodologies are:</p> <ul style="list-style-type: none"> <li>• Interviews;</li> <li>• Case-study;</li> <li>• Literature review; and</li> <li>• Content analysis.</li> </ul> <p>The Bidder must provide the following details for each methodology:</p> <ol style="list-style-type: none"> <li>a) Research methodology type;</li> <li>b) Study title; and</li> <li>c) if the work was published: the publication date and the publication title.</li> </ol>	<p>methodology used was on the subject of fish populations, up to a maximum of 8</p> <p>Research methodologies may be used multiple times.</p> <p><b>Maximum 16 points</b></p>	
<b>RT5</b>	<p>The Bidder should demonstrate that <b>any combination of its proposed principal researcher, co-researcher, and research specialist</b> have experience presenting contentious findings* to a client for a project and has engaged in risk management** on said project.</p> <p>* Contentious findings are defined as findings that either: (a) oppose the client's aims and objectives or (b) hamper the client's ability to achieve their initially desired results.</p> <p>** Risk Management is the art and science of identifying, analyzing and responding to risk factors throughout the life of a project and in the best interest of its objectives.</p> <p>The Bidder must provide the following details for each project:</p> <ol style="list-style-type: none"> <li>i. The name of the client organization;</li> <li>ii. A description of the scope and desired results of the project;</li> <li>iii. The type of contentious findings* presented (a or b (above));</li> <li>iv. A description of the considerations in presenting the contentious findings*; and</li> <li>v. The risk mitigation techniques*** used.</li> </ol>	<p>2 points per consideration (iv), up to three considerations</p> <p>1 point for each mitigation technique used, up to five such techniques</p> <p><b>Maximum 11 points</b></p>	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<p>*** Acceptable risk mitigation techniques are:</p> <ul style="list-style-type: none"> <li>a) Risk Avoidance;</li> <li>b) Risk Transfer;</li> <li>c) Risk Reduction;</li> <li>d) Risk Acceptance;</li> <li>e) Risk Sharing;</li> <li>f) Contingency Planning ;</li> <li>g) Risk Diversification;</li> <li>h) Training and Skill Development; and</li> <li>i) Regular Monitoring and Reporting.</li> </ul>		
<b>RT6</b>	<p>The Bidder should demonstrate that its <b>other proposed research team members</b> (excluding the principal researcher and administrative staff) has published work that pertains to fisheries or marine ecosystems that was accomplished within the last 15 years as of bid closure.</p> <p>This criterion can be satisfied by any combination of the Bidder's proposed resources excluding the principal researcher and administrative staff.</p> <p>For each publication, the Bidder must provide the following details:</p> <ul style="list-style-type: none"> <li>a) Title</li> <li>b) Publication type*;</li> <li>c) Publication date;</li> <li>d) Volume number; and</li> <li>e) Author name(s).</li> </ul> <p>* The types of publications include:</p> <ul style="list-style-type: none"> <li>• Books;</li> <li>• Journals;</li> <li>• Newspapers;</li> <li>• Magazines;</li> <li>• Newsletters;</li> <li>• Brochures;</li> <li>• Catalogs;</li> <li>• Reports;</li> <li>• White papers;</li> <li>• Academic papers;</li> <li>• Theses and dissertations; and</li> <li>• Other.</li> </ul>	<p>1 point for each publication type, up to one type per team member, up to a grand total of 4 types.</p> <p>1 point for each publication that is of published peer-reviewed work, up to one such publications per team member, up to a grand total of 4 publications.</p> <p><b>Maximum 8 points</b></p>	
<b>RT7</b>	<p>The Bidder should demonstrate that <b>at least one of its proposed resources</b> (excluding the</p>	<p>1 point per presentation on</p>	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<p>junior researcher and administrative support staff) has experience presenting research findings to:</p> <ul style="list-style-type: none"> <li>i. governance leaders or policy makers at the provincial, territorial, federal or international level;</li> <li>ii. fishing industry advisory committees, boards, or associations; regional fisheries management organizations;</li> <li>iii. academia; or</li> <li>iv. science organizations.</li> </ul> <p>This criterion can be satisfied by any combination of the Bidder's proposed resources excluding the junior researcher and the administrative support staff.</p> <p>The Bidder must provide the following details for each presenting experience:</p> <ul style="list-style-type: none"> <li>a) Date of the presentation;</li> <li>b) Name of the conference/event and location;</li> <li>c) Title of the presentation given/co-presented by the proposed resource;</li> <li>d) Audience (e.g. policy leaders, academic)</li> <li>e) Names of all authors and co-authors for the presentation.</li> </ul>	<p>research findings presented to the outlined audience types. Up to three such presentations.</p> <p>1 point for each international-level presenting experience, up to one such experience.</p> <p><b>Maximum 4 points</b></p>	
<b>RT8</b>	<p>The Bidder should demonstrate that its proposed <b>co-researcher or research specialist</b> has used different research methodologies.</p> <p>Acceptable quantitative research methodologies are:</p> <ul style="list-style-type: none"> <li>• Surveys;</li> <li>• Existing data (primary or secondary research);</li> <li>• Statistical analysis;</li> <li>• Meta-analysis;</li> <li>• Content analysis;</li> <li>• Descriptive research; and</li> <li>• Experimental research.</li> </ul> <p>Acceptable qualitative research methodologies are:</p> <ul style="list-style-type: none"> <li>• Interviews;</li> <li>• Case-study;</li> <li>• Literature review; and</li> </ul>	<p>1 point per example research methodology used, up to a maximum of six methodologies</p> <p>1 point per example if the research methodology used was for research of fish populations, up to a maximum of three methodologies</p> <p><b>Maximum 9 points</b></p>	





#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<ul style="list-style-type: none"> <li>• Content analysis.</li> </ul> <p>The Bidder must provide the following details for each methodology:</p> <ol style="list-style-type: none"> <li>a) Research methodology type;</li> <li>b) Study title; and</li> <li>c) If the work was published, the publication date, publication title, names of all authors of the study, and volume number.</li> </ol>		
<b>RT9</b>	<p>The Bidder must indicate if it is an Indigenous organization/group*.</p> <p>*An indigenous organization/group is defined as any of the following:</p> <ol style="list-style-type: none"> <li>1. An Elder or office thereof;</li> <li>2. An Indigenous band or band council as defined by the Indian Act;</li> <li>3. A representative organization listed at: <a href="https://www.rcaanc-cirnac.gc.ca/eng/1100100014427/1535467913043">https://www.rcaanc-cirnac.gc.ca/eng/1100100014427/1535467913043</a>;</li> <li>4. An Inuit community listed at: <a href="https://www.rcaanc-cirnac.gc.ca/rcaanc-cirnac/Map/irs/mp/index-en.html">https://www.rcaanc-cirnac-cirnac.gc.ca/rcaanc-cirnac/Map/irs/mp/index-en.html</a>;</li> <li>5. A first nation community listed at: <a href="https://geo.aadnc-aandc.gc.ca/cippp-fnpim/index-eng.html">https://geo.aadnc-aandc.gc.ca/cippp-fnpim/index-eng.html</a>; or</li> <li>6. A company registered on any of the business directories listed at: <a href="https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-9#_9-35-60">https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-9#_9-35-60</a>.</li> </ol> <p>The Bidder must identify which of the above elements applies.</p>	<p>3 points awarded if the Bidder is an indigenous organization/group*.</p> <p><b>Maximum 3 points</b></p>	
<b>RT10</b>	<p><b>At least one of the Bidder's proposed resources</b>, excluding the administrative support staff, other than the one described in criterion MT4, of at least four (4) months in duration that examines any of the following:</p> <ol style="list-style-type: none"> <li>i. Fisheries Resource Management,</li> <li>ii. Marine Ecology, or</li> <li>iii. Human-induced environmental degradation</li> </ol>	<p>5 points for each additional project, up to two projects.</p> <p><b>Maximum 10 points</b></p>	



#	Description of Point-Rated Technical Criterion (RT)	Scoring Guide	Cross Reference to Proposal (page #) <i>[Bidder to insert]</i>
	<p>for multi-jurisdictional governance*.</p> <p>* Multi-jurisdictional governance is defined as more than one jurisdiction or geographical area.</p> <p>The Bidder must provide the following for each project:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Provide a description of the project, including scope, deliverables, objectives to be achieved, and type of environment; and</li> <li>c) The start (MM/YY) and end dates (MM/YY) of the proposed resource's involvement on the project.</li> </ul> <p>This criterion can be satisfied by any combination of the Bidder's proposed resources excluding the administrative support staff.</p>		
<p>Maximum Total Technical Score = 92 points</p>			



## **PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1. Certifications Required with the Bid**

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

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

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

#### **5.1.2. Additional Certifications Required with the Bid**

Bidders must include the additional certifications in Attachment 1 to Part 5, Bid Submission Form.

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

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

#### **5.2.1. Integrity Provisions – Required Documentation**

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

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

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

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



### **5.2.3. Additional Certifications Precedent to Contract Award**

#### **5.2.3.1. 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 in Section 1 in Attachment 2 to Part 5 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.

#### **5.2.3.2. Status and Availability of Resources**

Section 2 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.3. Education and Experience**

Section 3 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.4. Official Languages**

Section 4 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.5. Supplementary Contractor Information**

Section 5 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by the Bidder regarding their submission.

#### **5.2.3.6. Contractor's Representative**

Section 6 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by the Bidder regarding their submission.

#### **5.2.3.7. Submission of Only One Bid**

Section 7 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.8. Bidder Attestation of All Preceding Certifications**

Section 8 in Attachment 2 to Part 5 includes a copy of the attestation that must be provided and signed by Bidders.

#### **5.2.3.9. List of Names for Integrity Verification**

Section 9 in Attachment 2 to Part 5 contains a link to a form that must be provided by the Bidder regarding their status.



**ATTACHMENT 1 TO PART 5, BID SUBMISSION FORM**

The Bidder must complete and submit the following in its bid:

<b>BID SUBMISSION FORM</b>		
<b>Bidder's Full Legal Name</b> (For joint ventures, this must be the representative member of the joint venture.)		
<b>Authorized Representative of Bidder for Evaluation Purposes</b> (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Bidder's <u>Procurement Business Number (PBN)</u></b> [see the Standard Instructions 2003] <b>[Note to Bidders:</b> Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in the solicitation).		
<b>Joint Venture Information:</b> To be provided only if the Bidder is a joint venture.	Members of the joint venture	
	Representative Member of the joint venture	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<b>Signature of Authorized Representative of the Bidder and Date</b>		



## ATTACHMENT 2 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Former Public Servant

#### 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.

As per the above definitions, is the Bidder a FPS? Yes ( ) No ( )

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

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

#### 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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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? 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

## **2. Status and Availability of Resources**

- i. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- ii. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **3. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **4. Official Languages**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individuals proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

## **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 Bidder hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of the Bidder:

- 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 Bidder (individual, unincorporated business, corporation, or partnership):

\_\_\_\_\_

c) For individuals and unincorporated businesses, the Bidder'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 provided:

\_\_\_\_\_

**6. Contractor's Representative**

If the Bidder is awarded the resulting contract, the Contractor's representative for the resulting contract will be:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**7. Submission of Only One Bid**

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other Bidder.

**8. Bidder Attestation of All Preceding Certifications**

I, the Bidder (or an authorized agent of the Bidder), attest and certify that all the above declarations are true and complete in every regard.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**9. List of Names for Integrity Verification**

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.

Bidders may use the [integrity verification form](https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html) (available at <https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>) 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.



## **PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1. Security Requirements**

1. 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 7 - Resulting Contract Clauses; and
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## PART 7. - RESULTING CONTRACT CLAUSES

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

### 7.1. Statement of Work

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

#### 7.1.1. Optional Goods and/or Services

- i. The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- ii. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.2. 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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0) (<https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0>) issued by Public Works and Government Services Canada.

#### 7.2.1. General Conditions

- a) [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- b) Subsection 12 of [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: 2035 12 (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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to the Project Authority and **[email to be provided at contract award]** (the admin/"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 and the admin/AP Coder". **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 7.3. Security Requirements

- 7.3.1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s), except for public zones**

- 7.3.1.1. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 7.3.1.2. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 7.3.1.3. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- 7.3.1.4. Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

### 7.4. Term of Contract

#### 7.4.1. Period of the Contract

The period of the Contract is from date of Contract to April 10, 2025 inclusive.

#### 7.4.2. Option to Extend the Contract

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by four (4) additional six-month 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.



- ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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.

### 7.4.3. Comprehensive Land Claims Agreements (CLCA)

The Contract is to establish the delivery of the requirement detailed under the Contract, to DFO-CCG, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

## 7.5. Authorities

### 7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Richard Soulliere  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada  
Address: 200 Kent St., Ottawa, ON, K1A 0E6  
Telephone: 343-576-2873  
E-mail address: [Richard.soulliere@dfo-mpo.gc.ca](mailto:Richard.soulliere@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.

### 7.5.2. Project Authority

The Project Authority for the Contract **[will be identified at contract award]**.

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.

### 7.5.3. Contractor's Representative

The Contractor's Representative for the Contract **[will be determined at contract award]**.

## 7.6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

**[Note to Bidders:** *The above clause will be deleted if the Contractor of the contract resulting contract from this solicitation is not a former public servant.*]



## 7.7. Payment

### 7.7.1. Basis of Payment

The Contractor will be paid the firm all-inclusive daily rates stated in Annex B, Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

### 7.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD**. 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. three 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.

### 7.7.3. Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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; and
- c. the Work performed has been accepted by Canada.

### 7.7.4. Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

## 7.8. Invoicing Instructions

- 7.8.1. The Contractor must submit invoices in accordance with subsection 7.2.1. entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.8.2. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to the Project Authority and **[email]**



**address to be provided at contract award]** (the admin/"AP Coder") and provides the required information as stated in subsection 7.8.1 above.

## 7.9. Certifications and Additional Information

### 7.9.1. 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.

### 7.10. Applicable Laws

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

**[Note to Bidders:** *The above clause may be modified if the winning Bidder selected a different province or territory in their bid.*]

### 7.11. 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 2035 (2022-12-01) Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated **[TBD]**.

### 7.12. Foreign Nationals (Canadian Contractor) **OR** (Foreign Contractor)

#### **For a Canadian Contractor:**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**OR**

#### **For a Foreign Contractor:**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



**[Note to Bidders:** Only 1 of the above clauses will apply to any resulting contract, depending on the Contractor's status.]

### **7.13. Insurance**

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.

### **7.14. Identification Protocol Responsibilities**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

### **7.15. Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized





to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)

- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca) .

#### 7.16. Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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



## ANNEX A - STATEMENT OF WORK

### 1.0 Contract Title:

Analyzing the Effects of Plastic Fishing and Aquaculture Gear in the Marine Environment

### 2.0 Background:

The Ghost Gear Program is a federally funded program led by Fisheries and Oceans Canada (DFO), intended to support Canada's commitment to preventing and mitigating the risk of ghost fishing, and encouraging the development of sustainable fishing practices, particularly as it applies to abandoned, lost or otherwise discarded fishing gear.

Abandoned, lost or otherwise discarded fishing gear (ALDFG or "Ghost Gear") is commonly caused by rough weather, snags below the surface, unintentional line cutting from marine traffic and gear interactions. Globally, it is estimated that 600,000-800,000 metric tonnes of ghost gear enter the oceans on an annual basis (UNEP, 2018). Ghost gear represents 46%-70% of global marine plastic litter by weight (GGGI, 2020).

Ghost gear has detrimental impacts on the environment, the fishing industry, aquatic ecosystems, and is a threat to marine mammals due to entanglement. It is a major threat to healthy fisheries and fish stocks. Ghost gear is responsible for population declines of 5% to 30% in global harvestable fish stocks (NOAA, 2015). Ghost gear is the most harmful form of marine debris to sea life. 90% of species caught in ghost gear are of commercial value (GGGI, 2021).

There is little known about potential socioeconomic impacts of ALDFG in Canada, with few studies having been conducted that generally address the issue and none known that are specific to a Canadian context. What few studies on socioeconomic impacts of ALDFG exist, they often consider primary impacts such as loss of tourism or cost to coastal communities for conducting clean up efforts. Even less research has been accomplished on secondary impacts of ALDFG such as damage that results in the reduction of effectiveness of ecosystem services for industry and coastal communities (GESAMP, 2015). Estimates on loss of potential revenue due to existing linear economic models that do not value recycling/repurposing end of life fishing gear have not been evaluated.

A socioeconomic evaluation of the impacts of ALDFG needs to be made so that the value of the issue can be quantified and used to determine the efforts needed to address the concern. Understanding the potential impacts of ALDFG will provide an opportunity to determine the best methods to address the issues identified. This research will be implicated in a concurrent scientific study *Impacts of Abandoned, Lost or Otherwise Discarded Fishing Gear on Commercial Stocks*, and coordination between research groups will be necessary to ensure information sharing.

### 3.0 Objectives of the Requirement

#### 3.1. Phase 1 - Roadmap

The Contractor must prepare a Research Roadmap Report that:

- 1) Summarizes the socioeconomic implications of ALDFG, with a Canadian perspective from a local to national scale; and
- 2) Proposes fisheries management measures and economic tools to incentivize independent gear retrieval and decrease fishing gear loss.

The Research Roadmap Report must include identifying information gaps, areas of research interest, scope for final report, most impactful subjects to pursue, and areas for further research.



The findings of the research roadmap report will then be presented to the project authority to establish the path forward for Phase 2 of the contract.

The Research Roadmap Report must be provided by the Contractor to the Project Authority in MS Office Format (word, excel, etc.) and PDF.

### **3.2. Phase 2 - Report**

The Contractor must prepare a report on the following:

- 1) Summarize the socioeconomic implications of ALDFG, with a Canadian perspective from a local to national scale; and
- 2) Propose fisheries management measures and economic tools to incentivize independent gear retrieval and decrease fishing gear loss.

Older, international literature is available (e.g. NOAA, 2015 and GGGI, 2021) however, there is little to no Canadian literature available on this topic.

Option periods will be implemented if the Project Authority deems it necessary to accomplish the Work.

The final report must be provided by the Contractor to the Project Authority in MS Office Format (word, excel, etc.) and PDF.

## **4.0 Scope of Work**

The Contractor must research and report on the economic and social impacts of ALDFG in Canada including potential primary and secondary impacts. Social implications and economic evaluations should demonstrate the potential ways ALDFG may effect Canada presently and in the future.

The scope of research should not be limited to coastal communities, though they will surely be greatly impacted, but should also consider larger implications on social and economic prosperity as a nation.

The Research Roadmap Report must include identifying information gaps, areas of research interest, scope for final report, most impactful subjects to pursue, and areas for potential further research.

The final report must focus on marine fish stocks and fisheries and exclude all freshwater fisheries.

The structure of the final report must be agreed upon by the Project Authority and the Contractor.

### **4.1. Typical Tasks for each Resource Type**

**Principal Researcher:** leads and oversees the research project, from conception to completion, by designing studies, managing the team, analyzing data, and communicates findings, ensuring the rigor and impact of research within their field or organization.

**Co-Researcher(s):** collaborate with the principal researcher and other team members to conduct research projects. Contributes to various aspects such as data collection, analysis, and interpretation, while also assisting in project management and communication of findings.

**Research Specialist:** specializes in a particular area of research, providing expertise and guidance to the research team. They often lead specific technical components of a project, such as data analysis, experimental design, or literature review, ensuring the application of advanced methodologies and techniques.



Junior Researcher: supports senior researchers in executing research tasks, including literature reviews, data collection, and analysis, while also gaining hands-on experience and training in research methodologies. They typically assist in various project activities under supervision and contribute to the overall research objectives.

Administrative Staff: provides administrative support to the research team, assisting with tasks such as budget management, scheduling, logistics coordination, and documentation.

## **5.0 Constraints**

The Work must be conducted off-site and independently by the Contractor. All the Work must be done using the Contractor's own IT equipment (email address, phone, laptop, etc.).

## **6.0 Departmental Support**

DFO will provide the Contractor with support as required that may include:

- Access to departmental publications, reports, studies, etc.;
- Access to a staff member who will be available to provide information on fisheries managed by the Department and lost gear reports for Canadian fisheries;
- Provide comments on draft reports within seven (7) working days of receipt of draft deliverable; and
- Provide other assistance or support.

## **7.0 Departmental Responsibilities:**

As above, DFO will provide feedback, technical advice and additional guidance as required.

## **8.0 Contractor Responsibilities**

The Contractor must:

- Ensure there is good communication between the Project and Contract authorities, the other implicated scientific study *Impacts of Abandoned, Lost or Otherwise Discarded Fishing Gear on Commercial Stocks*, and other Federal employees contributing to this project;
- Ensure that their tasks under the scope of work are being fulfilled;
- Ensure deadlines are met;
- Ensure that all objectives are met; and
- Report immediately any problems or concerns to the Contract Authority so the appropriate action can be taken to ensure the contract can be completed within the contract period.

## **9.0 Progress Meetings**

The Contractor must keep in regular bi-weekly contact with the Project Authority via calls beginning with the contract start date. Additional monthly calls will be required to collaborate with the contractor on a separate contract with DFO. The title of that contract's Statement of Work is *Impacts for Abandoned Lost or Discarded Fishing Gear on Commercial stocks*. These calls will be used as an opportunity to inform one another of progress, new information, information gap analysis, collaboration between contracts, and other project-related issues. Contact will be through email and calls.

## **10.0 Deliverables**

- In Phase 1, the Contractor must perform an initial detailed research analysis to pinpoint focal topics for deeper explorations to occur in Phase 2.
- A final Research Roadmap Report must be presented and discussed with the Project Authority prior to commencing work on Phase 2.



- The report of the impact of commercial fishing and Ghost Gear on Canadian fish stocks is the final deliverable for Phase 2. The Contractor must provide first and second drafts of the report, with the option for a third draft if one is deemed necessary by the Project Authority.
- Current hyperlinks associated with all published literature cited in the report must be provided in the reference section of the document using American Psychological Association (APA) format.
- The Contractor must identify and provide any illustration of their analysis (ex. shape files, maps, spatial analysis, economic analysis, and statistical analysis) relevant to the Work.
- Figures and maps for the report must be provided in draft format by the Contractor; where no drafts are available, place holders must be added to the document by the Contractor for insertion by DFO at a later date.
- Upon completion of the analysis and report, all literature cited must be provided to the Project Authority in electronic format.
- The research can be conducted in the Contractor's language of choice but the reporting and deliverables must be provided to the Project Authority in English.

### 11.0 Anticipated Time Schedule for Completion of Each Stage

<b>Estimated Due Date</b>	<b>Activity</b>	<b>Responsible Party</b>
June 2024	Contract Award (CA)	DFO
2 weeks post CA	First Call	DFO + Contractor
3 months post CA	Call to perform first analysis of information & topics to address moving forward	DFO + Contractor
6 months post Ca	First draft of report	Contractor
6 months + 1 week post CA	Call to discuss first draft	DFO + Contractor
9 months post CA	Second draft of report	Contractor
9 months +1 week post CA	Call to discuss second draft	DFO + Contractor
12 months post CA	3rd Draft Report Due (*optional based on 2nd draft report)	Contractor
12 months +1 week post CA	3rd Draft Call (*optional based on 2nd draft report)	DFO + Contractor
March 31, 2025	Final Report Due	Contractor

The above anticipated time schedule is subject to modifications, as agreed upon by both the Project Authority and the Contractor.

### 12.0 Location of Work

The Work must be performed at the Contractor's own place of business. Travel for the Contractor's personnel is not required to perform the Work.



**ANNEX B - BASIS OF PAYMENT**

During the period of the Contract, for the Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Professional Fees**

The Contractor will be paid the firm all-inclusive daily rates as follows:

<b>Contract Period 1 (Phase 1): Date of Contract award to September 10, 2024</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher #1	\$ [to be taken from the Bidders' financial bid]
Co-Researcher #2*	\$ [to be taken from the Bidders' financial bid]
Research Specialist #1*	\$ [to be taken from the Bidders' financial bid]
Research Specialist #2*	\$ [to be taken from the Bidders' financial bid]
Junior Researcher*	\$ [to be taken from the Bidders' financial bid]
Administrative Support Staff*	\$ [to be taken from the Bidders' financial bid]

\* = optional resource to be engaged the Project Authority's sole discretion.

<b>Contract Period 2 – Report (Phase 2): September 11, 2024 to April 10, 2025</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher #1	\$ [to be taken from the Bidders' financial bid]
Co-Researcher #2*	\$ [to be taken from the Bidders' financial bid]
Research Specialist #1	\$ [to be taken from the Bidders' financial bid]
Research Specialist #2*	\$ [to be taken from the Bidders' financial bid]
Junior Researcher #1	\$ [to be taken from the Bidders' financial bid]
Junior Researcher #2*	\$ [to be taken from the Bidders' financial bid]



Administrative Support Staff*	\$ [to be taken from the Bidders' financial bid]
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\* = optional resource to be included at the Project Authority's sole discretion.

**Note:** ALL amounts in BOTH preceding tables EXCLUDE Applicable Taxes.

### 1.1. Option Periods

The Contractor will be paid the firm all-inclusive daily rates as follows for any of the option periods invoked by Canada (by way of an administrative amendment to the Contract):

<b>Option Period 1 (Phase 2 extension): April 11, 2025 to October 10, 2025</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher	\$ [to be taken from the Bidders' financial bid]
Research Specialist	\$ [to be taken from the Bidders' financial bid]
Junior Researcher	\$ [to be taken from the Bidders' financial bid]
Administrative Support Staff	\$ [to be taken from the Bidders' financial bid]

<b>Option Period 2 (Phase 2 extension): October 11, 2025 to April 10, 2026</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher	\$ [to be taken from the Bidders' financial bid]
Research Specialist	\$ [to be taken from the Bidders' financial bid]
Junior Researcher	\$ [to be taken from the Bidders' financial bid]
Administrative Support Staff	\$ [to be taken from the Bidders' financial bid]



<b>Option Period 3 (Phase 2 extension): April 11, 2026 to October 10, 2026</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher	\$ [to be taken from the Bidders' financial bid]
Research Specialist	\$ [to be taken from the Bidders' financial bid]
Junior Researcher	\$ [to be taken from the Bidders' financial bid]
Administrative Support Staff	\$ [to be taken from the Bidders' financial bid]

<b>Option Period 4 (Phase 2 extension): October 11, 2026 to April 10, 2027</b>	
<b>Resource Category</b>	<b>Firm All-Inclusive Daily Rate</b>
Principal Researcher	\$ [to be taken from the Bidders' financial bid]
Co-Researcher	\$ [to be taken from the Bidders' financial bid]
Research Specialist	\$ [to be taken from the Bidders' financial bid]
Junior Researcher	\$ [to be taken from the Bidders' financial bid]
Administrative Support Staff	\$ [to be taken from the Bidders' financial bid]

**Note:** ALL amounts in ALL the preceding tables EXCLUDE Applicable Taxes.

### 1.2 Definition of a Day/Proration

- i. For the purpose of the Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked according to the following formula:

$$\text{(hours worked} \times \text{firm daily rate)} \div 7.5 \text{ hours}$$

- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

### 2.0 Travel

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.