



**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

Email - courriel:
DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen 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 aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine 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).

Comments: - Commentaries :

Title – Sujet Analysis of Commercial Fishing Licence, Quota, and Vessel Values		Date 2019-06-25
Solicitation No. – N° de l'invitation FP802-190079		
Client Reference No. - No. de référence du client F1580-190001		
Solicitation Closes – L'invitation prend fin At / à : 02:00 PM EDT (Eastern Daylight Time) / 14 :00 HAE (heure avancée de l'est) On / le : 2019-07-10		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Daisy Suk Wah Yee Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	





TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS3

1.4 TRADE AGREEMENTS3

1.5 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....6

2.5 APPLICABLE LAWS.....6

PART 3 - BID PREPARATION INSTRUCTIONS..... 7

3.1 BID PREPARATION INSTRUCTIONS7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 8

4.1 EVALUATION PROCEDURES.....8

4.2 BASIS OF SELECTION.....8

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 10

5.1 CERTIFICATIONS REQUIRED WITH THE BID10

5.2 PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION10

PART 6 - RESULTING CONTRACT CLAUSES 13

6.1 SECURITY REQUIREMENTS13

6.2 STATEMENT OF WORK.....13

6.3 STANDARD CLAUSES AND CONDITIONS.....13

6.4 TERM OF CONTRACT13

6.5 AUTHORITIES14

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS15

6.7 PAYMENT15

6.8 INVOICING INSTRUCTIONS16

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....16

6.10 APPLICABLE LAWS.....16

6.11 PRIORITY OF DOCUMENTS16

6.12 INSURANCE - NO SPECIFIC REQUIREMENT.....17

6.13 REPLACEMENT OF SPECIFIC INDIVIDUALS17

ANNEX "A" 18

STATEMENT OF WORK18

ANNEX "B" 24

BASIS OF PAYMENT24

ANNEX "C" TO PART 3 OF THE BID SOLICITATION 27

ELECTRONIC PAYMENT INSTRUMENTS.....27

ANNEX "D" 28

TECHNICAL EVALUATION CRITERIA28



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Basis for Canada's Ownership of Intellectual Property

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **5 business days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

Section I: Technical Bid (one soft copy in PDF format by email)

Section II: Financial Bid (one soft copy in PDF format by email)

Section III: Certifications (one soft copy in PDF format by email)

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 or send multiple emails 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.

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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, and the technical bid will be deemed as non-compliant.**

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria are included in **Annex "D", Technical Evaluation Criteria.**

4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria are included in **Annex "D", Technical Evaluation Criteria.**

4.1.2 Financial Evaluation

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

4.1.2.2 Evaluated Price

The evaluated price of the financial bid will be the sum of the Firm All-inclusive Price of the Initial Contract Period, as per Section 1 in Annex "B", and the Firm All-inclusive Price of the Option Period, as per Section 2 in Annex "B".

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **55 points** overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of **80 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70 %** for the technical merit and **30 %** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 80 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		78/80	68/80	70/80
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$78/80 \times 70 = 68.25$	$68/80 \times 70 = 59.50$	$70/80 \times 70 = 61.25$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		92.80	86.50	91.25
Overall Rating		1st	3rd	2nd

Bidder 1 would be recommended for award of a contract as they achieved the highest combined rating under the technical and financial evaluation process.



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.

5.2 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 property 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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.

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.

Signature

Date

5.2.3.2 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.

Signature

Date

5.2.3.3 Bidder's Representative

The Bidder's Representative for any contract resulting from the bid solicitation is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____



5.2.3.4 Supplementary Bidder 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 this 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 shown:

The following certification signed by the authorized representative of the Bidder:

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this Contract is awarded 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.

6.3.1 General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daisy Suk Wah Yee
Senior Contracting Officer
Materiel and Procurement Services
Financial and Materiel Management Operations
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cellphone: 343-548-8241
E-mail: DaisySukWah.Yee@dfo-mpo.gc.ca

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

6.5.2 Project Authority

(The Contracting Authority will insert the contact information for the Project Authority at Contract award.)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____

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

6.5.3 Contractor's Representative

(The Contracting Authority will insert the contact information for the Contractor's Representative at Contract award.)

Name: _____
Title: _____
Address: _____
Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____



6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Firm Price - Services

Professional Fees

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

(The Contracting Authority will insert the amount at Contract award.)

Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ _____ to perform all the Work in relation to the contract extension.

(The Contracting Authority will insert the amount at Contract award.)

6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

6.7.3 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex "B" and 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. the invoice and all documents required by the Contract have been verified by Canada;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department



6.7.5 Electronic Payment of Invoices – Contract

(The Contracting Authority will insert or modify this clause in accordance with the Contractor's bid at Contract award.)

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Payments will be made provided that:
 - a. The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

(The Contracting Authority will insert the province or territory in accordance with the Contractor's bid at Contract award.)

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) the Contractor's bid dated _____.

(The Contracting Authority will insert the date of the Contractor's bid at Contract award.)



6.12 Insurance - No Specific Requirement

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Replacement of Specific Individuals

SACC Manual clause A7017C (2008-05-12), Replacement of Specific Individuals



ANNEX "A"

STATEMENT OF WORK

1.0 Background

For approximately 20 years, on an annual bases (with a few exceptions), the Aboriginal Programs Division at Fisheries and Oceans Canada has undertaken, by contract, a licence and vessel valuation study to determine valuations for commercial fishing licences, quota and vessels, operating in the Pacific commercial fishery. In addition the most recent reports have contained information on the economic outlook for each licence type and details that provide context to the valuations.

Information gathered in this series of studies is used for a wide variety of purposes, including:

- Informing licence retirement and reallocation programs as they arise
- Gauging and tracking the economic health of the fishing industry
- Developing policies around licence redistribution and First Nation participation
- Estimating the impacts of policy decisions on the Pacific Fishery
- Estimation of potential treaty impacts on the commercial fishery

Part of the value of the study is also derived from the continuation of the time series so that changes in values can be viewed in relation to changes in the fishery in general. Continuity in methodology is therefore important.

2.0 Objective of the Project

The objective of the project includes the following; gathering data that will inform licence retirement and reallocation programs, gauging and tracking the economic health of the fishing industry, developing policies around licence redistribution and First Nation participation, and estimating the impacts of policy decisions on the Pacific Fishery and potential treaty impacts on the commercial fishery.

3.0 Description of Scope of Work

3.1. General Requirement

The Contractor must perform valuations on Pacific licences and quota that can be transferred. The Contractor must perform the valuations for each group in each licence category. The groups are:

- Full fee licences
- Reduced fee licences where they exist
- Quota values where they exist
- Lease value where they exist
- Vessels used in the various fisheries shall be valued according to fishery



Aboriginal communal commercial licences (F licences) are not valued in the study.

The valuations must be consistent with the changes in the markets for licences and quota, such as the development of a new lease market. In all cases, the Contractor must perform the valuations on the following licence, quota and vessels:

Table 1 : Valuations to be Performed

Fishery Name	Gear	VALUATION				
		Average Vessel Value	Average Licence Value		Quota Value	Lease Value
			Full Fee	Reduced Fee		
Salmon	Seine	X	X	X		X
	Gillnet	X	X	X		X
	Troll	X	X	X	X	X
Herring – Roe	Seine	X	X	X		X
	Gillnet	X	X	X		X
Herring – Spawn on Kelp			X			
Halibut	Longline	X	X		X	X
Sablefish	Longline / Trap	X	X		X	X
Geoduck / Horseclam	Dive	X	X			X
Shrimp	Trawl	X	X			X
Prawn	Trap	X	X			X
Groundfish	Trawl	X	X		X	X
Crab	Trap	X	X			X
Sea Cucumber	Dive	X	X			X
Red Sea Urchin	Dive	X	X			X
Green Sea Urchin	Dive	X	X			X
Rockfish	Hook & Line	X	X			X
Schedule II Species		X	X		x*	X
Euphausiid	Trawl	X	X			X
Oyster		X	X			X

x* Schedule II licences must include any available valuations for dogfish and lingcod quota and provide a section for developing markets such as tuna and sardine licences

3.2. Specific Requirements

The Contractor must carry out the Work in accordance with the following specific requirements.

3.2.1. Licences Quota and Vessels Data

Licence quota and vessel information is gained through interviews with individual licence holders, brokers, lawyers, processors, industry publications etc. Actual valuations carried out by the Contractor may prove to be a synthesis of a number of sources depending on the availability of preferred information. The following is an ordered list of information sources starting with the most preferred:



1. Information based on actual transactions within the calendar year
2. Anecdotal reports or general industry perception of price level
3. Prices listed within the calendar year (but not transacted) from boat brokers or trade publications
4. Contractor's judgement, in the absence of direct information based on industry fundamentals

Subject to the availability of information sources from the aforementioned list, the Contractor must collect data from those information sources based on the listed order of preference within the calendar year.

In all cases, the Contractor must rely on their expertise in determining a final valuation.

3.2.2. Stratification of Vessels

Given the diversity of vessels in the fishing fleet, it is neither feasible nor desirable to provide individual vessel values. Instead, the vessels must be grouped into several categories (i.e. strata) and an average value must be assessed for each category.

The stratification must be based on a determination of size (inside/outside or small/large), style (classic/modern) and by construction material (wood/aluminium/steel), including the number of vessels for each class and for each fishery. Valuation must therefore be based on this stratification.

3.2.3. Licence and Quota Valuation Unit

Valuations must be based on the classifications set out in Table 1. The valuation units, however, vary. Quota fisheries with divisible quota must be valued on a per pound basis, and licence valuations must either be based on the licence or on a per foot basis. The Contractor must report valuations according to the appropriate attributes.

3.2.4. Commercial Outlook

In addition to information relating to the valuations of licences, quota and vessels, the Contractor must develop an outlook statement for each fishery, identifying key factors, challenges and opportunities faced by each fishery type. These conditions could include:

- Economic
 1. Trends in values
 2. Changes in markets
 3. Changes in input costs
 4. Other relevant economic data
- Environmental
 1. Changes in abundance
 2. Environmental changes
 3. Changes in scientific understanding
 4. Other relevant environmental data



- Government
 1. Changes in regulations
 2. Licensing
 3. Government acquisition programs
 4. Treaties
 5. Other relevant government actions
- Any other relevant data

3.3. Reporting

The Contractor must compile all data into a report in MS Word format and PDF.

The report structure must include:

1. A general description, including

1. Licence Designation (AS, AG, L, R etc.)
2. Nature of Licence (vessel, party based)
3. Number of commercial licences (Valued in the study)
4. Number of Communal commercial licences (not valued in the study)
5. Licence Management Regime (Area licensing, Stacking etc.)
6. The criteria (the type of stratification used for valuation of licences, quota and vessels)

2. Valuation

A valuation of each licence type, quota including units (per licence, per foot (metre), lbs. quota etc.), a guide to the number of valuations performed per licence type (more than 10, less than 3 etc.), and the confidence in the valuation (low, medium, high)

A table showing the stratified vessel valuations for each licence type as set out in Table 1.

3. Comments Relevant to Valuation

Any comments the Contractor deems pertinent to the valuations. Such things may include:

- The range of valuations
- How values were derived (e.g., solely based on industry discussions, blend of transactions and industry perception, etc.)
- Supporting information such as variations in landed price for the year (up/down), changes in abundance of stock, changes in markets, competition etc.
- Fluctuations in valuation over year
- Average licence values for per foot valuations, based on average length



4. Historic comparison

- Graph and table showing historic valuations of licences and quota (from previous reports)
- Graph showing landed weight and value (current as well as historic)

5. Outlook

As part of the valuation study, the Contractor must also provide an assessment of the future of each fishery. This is important as future expectations play a dominant role in licence valuations for licences and provides context to licence values.

Sections must include:

- General highlights for the year
- General economic concerns (rising/falling Canadian dollar, changing fuel costs, environmental concerns)
- Changing regulatory
- Market Observations

4.0 Deliverables

4.1. Deliverables and Due Dates

4.1.1. The Contractor must complete all Work detailed in Section 3.0 Description of Scope of Work and have all deliverables delivered in accordance with the schedule in Table 2 for the licence and vessel valuation study and reporting for 2019.

Any changes to the schedule must be approved in writing by the Project Authority prior to taking effect.

Table 2

No.	Task	Due Date	Deliverables
1	Data Collection phase begins	At Contract award	<ul style="list-style-type: none"> • None
2	Submission of draft report, incorporating the data and supporting information found from the work performed as per Section 3.0 Description of Scope of Work and Section 3.3. Reporting detailed in this Statement of Work, for review by the Project Authority.	6 weeks after Contract award date	<ul style="list-style-type: none"> • Draft Report
3	Submission of final report to the Project Authority.	9 weeks after Contract award date	<ul style="list-style-type: none"> • Final Report • Raw Datasets used during the development of the valuation report



4.1.2. If Canada exercises the option to extend the Contract for the Contractor to conduct the licence and vessel valuation study and reporting for 2020, the Contractor must complete all Work detailed in Section 3.0 Description of Scope of Work and have all deliverables delivered in accordance with the schedule in Table 3 for the licence and vessel valuation study and reporting for 2020.

Any changes to the schedule must be approved in writing by the Project Authority prior to taking effect.

Table 3

No.	Task	Due Date	Deliverables
1	Data Collection phase begins	April 1, 2020	<ul style="list-style-type: none"> None
2	Submission of draft report, incorporating the data and supporting information found from the work performed as per Section 3.0 Description of Scope of Work and Section 3.3. Reporting detailed in this Statement of Work, for review by the Project Authority.	January 31, 2021	<ul style="list-style-type: none"> Draft Report
3	Submission of final report to the Project Authority.	March 31, 2021	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of the valuation report

4.2. Reporting Requirements

The Contractor must submit reports electronically in MS word and pdf format in English to the Project Authority.

Prior to submission of the final report, the Contractor must revise the report in accordance with the feedback received from the Project Authority after review of the draft report.

4.3. Raw Datasets

As part of the final submission, the Contractor must also provide the raw datasets used during the development of the valuation report to the Project Authority.

5.0 Location of Work

The Contractor must perform the Work at the Contractor's place of business.



ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the following basis of payment for all professional services and deliverables, including all associated costs necessary to carry out the required Work in accordance with the Contract.

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All prices are in Canadian currency, Customs and duties are included, and Applicable Taxes are extra, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and Applicable Taxes extra, where applicable.



1. INITIAL CONTRACT PERIOD (from Date of Contract Award to March 31, 2020 inclusive)

No.	Task	Due Date	Deliverables	Firm All-inclusive Price (Excluding Applicable Taxes)
1	Data Collection phase begins	At Contract award	<ul style="list-style-type: none"> None 	\$ _____
2	Submission of draft report, incorporating the data and supporting information found from the work performed as per Section 3.0 Description of Scope of Work and Section 3.3. Reporting detailed in Annex "A", Statement of Work, for review by the Project Authority.	6 weeks after Contract award date	<ul style="list-style-type: none"> Draft Report 	
3	Submission of final report to the Project Authority.	9 weeks after Contract award date	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of the valuation report 	

1.1. Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverables	Firm Amount (Excluding Applicable Taxes)	Due Date
1	<ul style="list-style-type: none"> Draft Report 	\$ _____ <i>(To be inserted by the Contracting Authority at Contract award as <u>40%</u> of the Firm All-inclusive Price from Annex B, Section 1.)</i>	6 weeks after Contract award date
2	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of the valuation report 	\$ _____ <i>(To be inserted by the Contracting Authority at Contract award as <u>60%</u> of the Firm All-inclusive Price from Annex B, Section 1.)</i>	9 weeks after Contract award date



2. OPTION PERIOD (from April 1, 2020 to March 31, 2021 inclusive)

No.	Task	Due Date	Deliverables	Firm All-inclusive Price (Excluding Applicable Taxes)
1	Data Collection phase begins	April 1, 2020	<ul style="list-style-type: none"> None 	\$ _____
2	Submission of draft report, incorporating the data and supporting information found from the work performed as per Section 3.0 Description of Scope of Work and Section 3.3. Reporting detailed in Annex "A", Statement of Work, for review by the Project Authority.	January 31, 2021	<ul style="list-style-type: none"> Draft Report 	
3	Submission of final report to the Project Authority.	March 31, 2021	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of the valuation report 	

2.1. Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverables	Firm Amount (Excluding Applicable Taxes)	Due Date
1	<ul style="list-style-type: none"> Draft Report 	<p>\$ _____</p> <p><i>(To be inserted by the Contracting Authority at Contract award as <u>40%</u> of the Firm All-inclusive Price from Annex B, Section 2.)</i></p>	January 31, 2021
2	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of the valuation report 	<p>\$ _____</p> <p><i>(To be inserted by the Contracting Authority at Contract award as <u>60%</u> of the Firm All-inclusive Price from Annex B, Section 2.)</i></p>	March 31, 2021



ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International)



ANNEX “D”

TECHNICAL EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS:

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

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

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>The proposed resource providing evaluation services must demonstrate having experience with providing services in a recent time frame similar to those identified in the Statement of Work, Annex “A”.</p> <p>To demonstrate their experience, the proposed resource must have carried out one previous project that has been completed or ongoing within the last 3 years from the closing date of this RFP. The project description must also include the following:</p> <ul style="list-style-type: none"> • the name of the client; • the duration, in months, during which the service was provided; • a detailed outline of the services provided; and • client contact names, position titles and contact information (telephone numbers, email addresses, etc.). <p>The client contact(s) may be contacted by Canada during the evaluation for verification of the accuracy of the provided project information.</p>		
M2	<p>The proposed resource providing evaluation services must have a minimum of 2 years of experience within the last 3 years from the closing date of this RFP providing similar services and/or experience in the commercial fishing vessel and license market.</p>		



2. RATED REQUIREMENTS:

Bidders must attain a rating of at least 55 points in Rated Requirements to be considered compliant. Proposals which fail to attain at least 55 points will be considered technically non-responsive and no further evaluation will be conducted.

Project information should be provided for evaluation and verification purposes.

Each project should include:

- The name of the client organization;
- The duration, in months, during which the service was provided;
- A detailed outline of the services provided; and
- Each project submitted should include one reference, including each reference's name, position title and contact information (telephone number, email address, etc.).

The project references may be contacted by Canada during the evaluation for verification of the accuracy of the provided project information.

No.	Point Rated Criteria	Maximum Score	Proposal Page No.
R1	<p>The proposed resource providing evaluation services should have experience synthesizing fisheries related data to determine trends and future outlooks.</p> <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • Information not provided OR less than 36 months of experience = 0 pts • 36 months to less than 48 months of experience = 5 pts • 48 months to less than 60 months of experience = 10 pts • 60 months or more of experience = 15 pts <p>* 5 additional points will be given if relevant experience has been within the last 12 months of the closing date of this RFP.</p>	20	
R2	<p>The proposed resource providing evaluation services should have experience working with fishery license information to perform evaluation analysis.</p> <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • Information not provided OR less than 36 months of experience = 0 pts • 36 months to less than 48 months of experience = 5 pts • 48 months to less than 60 months of experience = 10 pts • 60 months or more of experience = 15 pts <p>* 5 additional points will be given if relevant experience has been within the last 12 months of the closing date of this RFP.</p>	20	
R3	<p>The proposed resource providing evaluation services should have experience providing services to Government of Canada federal departments, agencies, crown corporations or other public sector agencies (Provincial, Municipal).</p>	20	



	<p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> Information not provided OR less than 36 months of experience = 0 pts 36 months to less than 48 months of experience = 5 pts 48 months to less than 60 months of experience = 10 pts 60 months or more of experience = 15 pts <p>* 5 additional points will be given if relevant experience has been within the last 12 months of the closing date of this RFP.</p>		
R4	<p>The proposed resource providing evaluation services should have experience working with the commercial fishing industry (fishing companies, license and vessel vendors) in British Columbia to perform evaluation analysis.</p> <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> Information not provided OR less than 36 months of experience = 0 pts 36 months to less than 48 months of experience = 5 pts 48 months to less than 60 months of experience = 10 pts 60 months or more of experience = 15 pts <p>* 5 additional points will be given if some of this experience has been within the last two calendar years of the closing date of this RFP.</p>	20	
Total		80	
Minimum Score Required		55	

Total points : 80 points maximum / 55 points minimum

Bids **MUST** receive an overall minimum score of 55 in the above rated criteria in order to be considered technically responsive.