RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

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

Email / Courriel :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 à : 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).

Title / Titre Credit Reporting Services		**Date** November 15, 2022
Solicitation No. / Nº de l'invitation 30003500		
Client Reference No. / No. de référence du client(e) 30003500		
Solicitation Closes / L'invitation prend fin **At /à :** 14:00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) **On / le :** December 15, 2022		
F.O.B. / F.A.B. Destination	**Taxes** 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 :** Karine Plante, Senior Contracting Officer **Email / Courriel:** DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required / Livraison exigée See herein — Voir en ceci	**Delivery Offered / Livraison proposée**
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur	
Telephone No. / No. de 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

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

2.5 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's 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)

(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, time and location**:

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

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

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

Section IV: **Additional Information** (one soft copy in PDF format)

Important Note:

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

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

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

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C".

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (*2014-06-26*), Evaluation of Price -Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria – A0031T (2010-08-16)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy *(*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 (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

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

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

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

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

____

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

____

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

____

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

____

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

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

____

Signature

____

Print Name of Signatory

5.2.4 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.

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

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

____
Signature

____
Print Name of Signatory

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

Requirements

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

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

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

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

6.3.1.1 2010B (2022-01-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-01-28), Invoice submission
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:
   a. Contractor's Name and remittance physical address;
   b. Contractor's CRA Business Number or Procurement Business Number (PBN);
   c. Invoice Date;
   d. Invoice Number;
   e. Invoice Amount (broken down into item and tax amounts);
   f. Invoice Currency (if not in Canadian dollars);
   g. DFO Reference Number (PO Number or other valid reference number);
   h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);

i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
j. Deduction for holdback, if applicable;
k. The extension of the totals, if applicable; and
l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

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 **three (3)** additional 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:

Name: Karine Plante
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6
Telephone: 506-377-9127
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

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

The Project Authority for the Contract is:

Name: ____________________
Title: ____________________
Organization: ____________________
Address: ____________________

Telephone: ___ ___ _______
E-mail address: ____________________

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: ____________________
Title: ____________________
Organization: ____________________
Address: ____________________

Telephone: ___ ___ _______
Facsimile: ___ ___ _______
E-mail address: ____________________

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for its cost reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of $ _________ *(insert the amount at contract award)*. Customs duties are included, and Applicable Taxes are extra.

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

6.7.1.2 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.

6.7.1.3 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 Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $ _________*(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
   a. when it is 75% committed, or
   b. four months before the contract expiry date, or
   c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

   whichever comes first.

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

6.7.3 Methods of Payment – Monthly Payment

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;
c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
Cc AP Coder (to be insert at contract award)

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 **Ontario.**

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) 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and forms part of the Contract;
(c) Annex A, Statement of Work;
(d) Annex B, Basis of Payment;
(e) Annex C, Evaluation Criteria;
(f) the Contractor's bid dated _______ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award]*: ", as clarified on _______ *.*

6.12 Insurance – G1005C (2016-01-28)

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

6.13 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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

6.14 SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11), Government Site Regulations
SACC Manual clause A7017C (2008-05-12), Replacement of Specific Individuals

6.15 Environmental Considerations

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

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

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

ANNEX "A" STATEMENT OF WORK

1.0 Background

The Government of Canada approved the Standard on Security Screening, a supporting instrument to the Policy on Government Security, which came into effect on October 20, 2014. This Standard requires that credit checks be conducted for all individuals undergoing security screening. The purpose of the credit check (financial inquiry) is to provide information on the individual's identity, credit history, liens, judgements and bankruptcy, in order to identify and reduce risk to government security. As a result of this, Fisheries and Oceans Canada (DFO) is seeking the services of a credit report agency with extensive government experience to provide credit reporting services as a component of the security screening process on requested individuals.

2.0 Objectives

Fisheries and Oceans Canada requires the services of a credit reporting agency to provide complete, accurate and current consumer credit reports on individuals undergoing a security screening process. Credit reporting services will respect federal and provincial legal, privacy and security imperatives and be delivered in an efficient and effective manner.

3.0 Scope

Fisheries and Oceans Canada requires automated credit reporting services on an ongoing basis to provide consumer credit reports in support of the Government of Canada security screening process. Fisheries and Oceans Canada expects to require approximately **6,000** consumer credit reports on individuals per year.

4.0 Tasks

The Contractor must provide approximately **6,000** consumer credit reports annually which would include the elements described below.

4.1 The web based-platform must allow the user to input the following, but not limited to, information to make a query to obtain a consumer credit report:

i. Surname
ii. Given names
iii. Address (# and street, city, province, state, country)
iv. Postal code
v. Date of Birth
vi. 2nd address
vii. Phone number

4.1.1 Consumer credit reports must be made available on an instantaneous basis. There may be certain circumstances when an extended period* of time will be required for out of country checks to be conducted.

*extended period shall be defined as a period of time up to a maximum of two (2) weeks after a query has been made.

4.2 The consumer credit report must include, but is not limited to, the following elements:

i. Date of report;

ii. Individuals name
iii. Any known aliases;
iv. Individuals date of birth;
v. Date of last inquiry on file;
vi. Individual's current address and telephone number;
vii. Previous addresses on file;
viii. Reported employment;
ix. File summary (includes: total number of legal items & bankruptcies & collections inquiries, all with dates of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);
x. Special messages (i.e.: fraud alert, ID mismatch alert);
xi. Banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;
xii. Trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative;
xiii. Bankruptcy information and consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with dates;
xiv. Legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments;
xv. Collections information: date of information, date of collections action, collection agency information, amount, balance, comments;
xvi. Inquiries: date, agency;
xvii. Comments on file.

4.3 The Contractor must provide:

4.3.1 A web based application and all new versions of upgrade introduced to systems with no disruption in service;
4.3.2 Information encryption for data transmission purposes including, at a minimum, Transport Layer Security (TLS);
4.3.3 A minimum of sixty (60) days notice should the Contractor decide to change the format in which information is transmitted or received;
4.3.4 Provide DFO with online/computer based training and/or Technical Support training on the use of system/web based application and analysis of credit reports;
4.3.5 The ability to provide telephone and internet services should the online system fail;
4.3.6 A hard copy or electronic billing report of each query, for invoice payment on a monthly basis.

4.4 The Contractor must provide technical support and support for interpretation of reports by telephone, Monday to Friday (excluding statutory holidays) from 8:00 to 17:00 Eastern Standard Time (EST).

4.5 At the request of the Project Authority (PA), the Contractor must provide up to two (2) training sessions per year. These training sessions will be for new DFO employees using the web based-platform and for DFO personnel, selected by the PA, when amendments to credit information have been made to the consumer credit reports.

4.6 The Contractor must ensure that all credit reports for government screening purposes is **"masked/soft query"** to ensure no adverse influence from a subsequent review of an individual's credit status by a credit grantor.

5.0 Deliverables

The Contractor must provide full consumer credit report that included all elements as outlined in section 4.2 Tasks of the Statement of Work.

The Contractor must provide additional information within a consumer credit report (ex. High Risk Fraud Alerts) if requested by the PA.

6.0 Language of Work

The consumer credit reports must be in English.

ANNEX "B" BASIS OF PAYMENT

Period of Contract : from Contract award to March 31, 2024

A	**Initial Contract Period**: Date of award – March 31, 2024			
No.	**Activity**	Estimated number of Queries ***	Unit Price	Estimated Total Cost
1.	Initial Query *	6,000	$________	$________
2.	Secondary Query *	500	$________	$________
3.	Training Sessions	2	Included	Included
	Estimated Sub Total Excluding Taxes			**$_________**
	Applicable taxes			$_________
	All-Inclusive Estimated total Cost Including Taxes			$_________

*Initial Query: An initial query is defined as the first attempt to retrieve a consumer credit report.

** Secondary Query: A secondary query is identified as any additional attempt to obtain a consumer credit report in cases where the initial query does not work. A secondary query consist of, but is not limited to, providing additional information on an individual (other names used, old addresses etc.) that was not available when the initial query was made.

*** This 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 estimate.

Option Year 1 : from April 1, 2024 to March 31, 2025

B	**Option Year 1** : April 1, 2024 – March 31, 2025			
No.	**Activity**	Estimated number of Queries ***	Unit Price	Estimated Total Cost
1.	Initial Query *	6,000	$________	$________
2.	Secondary Query *	500	$________	$________
3.	Training Sessions	2	Included	Included
	Estimated Sub Total Excluding Taxes			**$_________**
	Applicable taxes			$_________
	All-Inclusive Estimated total Cost Including Taxes			$_________

Option Year 2 : from April 1, 2025 to March 31, 2026

C	**Option Year 2** : April 1, 2025 – March 31, 2026			
No.	**Activity**	Estimated number of Queries ***	Unit Price	Estimated Total Cost
1.	Initial Query *	6,000	$________	$________
2.	Secondary Query *	500	$________	$________
3.	Training Sessions	2	Included	Included
			Estimated Sub Total Excluding Taxes	**$_________**
			Applicable taxes	$_________
			All-Inclusive Estimated total Cost Including Taxes	$_________

Option Year 3 : from April 1, 2026 to March 31, 2027

D	**Option Year 3** : April 1, 2026 – March 31, 2027			
No.	**Activity**	Estimated number of Queries ***	Unit Price	Estimated Total Cost
1.	Initial Query *	6,000	$________	$________
2.	Secondary Query *	500	$________	$________
3.	Training Sessions	2	Included	Included
			Estimated Sub Total Excluding Taxes	**$_________**
			Applicable taxes	$_________
			All-Inclusive Estimated total Cost Including Taxes	$_________

Total

No.	**Contract Period**	**Estimated Total Cost**
1	Initial Contract Period: Date of award – March 31, 2024	$________
2	Option Year 1 : April 1, 2024 – March 31, 2025	$________
3	Option Year 2 : April 1, 2025 – March 31, 2026	$________
4	Option Year 3 : April 1, 2026 – March 31, 2027	$________
	Estimated Sub Total Excluding Taxes	**$________**
	Applicable taxes	$________
	All-Inclusive Estimated total Cost Including Taxes	$________

ANNEX "C" EVALUATION CRITERIA

MANDATORY REQUIREMENTS

1.0 Technical Evaluation

1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

  It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.4 Response Format:

I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, DFO will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

1.5 For evaluation purposes:

a) "where" means the name of the employer as well as the position/title held by the proposed bidder;
b) "when" means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed bidder acquired the qualification/experience; and
c) "how" means a clear description of the activities performed and the responsibilities assigned to the bidder under this position and during this period.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	Within the last five (5) years, the Bidder **must** have undertaken and completed a minimum of two (2) projects with a government department* in the provision of credit checks and the delivery of consumer credit reports (while acting in accordance with Provincial and Federal legislation, such as Personal Information Protection and Electronic Documents Act). *Government department is defined as any Canadian provincial or federal department/agency. **Bidders must provide**, at a minimum, the following details about each project submitted: 1. Where (client name, organization name and address); 2. When (start and end dates of the engagement): 3. How (details about the work performed during the engagement) the stated experience was obtained; 4. A reference (including name, organization, phone number) who can attest the work/experience claimed.		
M2	The Bidder **must** provide a sample consumer credit report to demonstrate compliance with M2. The Bidder's consumer credit report must include the following: • date of report; • individual's name • any known aliases; • individual's date of birth; • date of last inquiry on file; • individual's current address and telephone number; • previous addresses on file, • reported employment; • file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items); • special messages - i.e. fraud alert, ID mismatch alert; • banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative; • trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative; • bankruptcy information & consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;		

	• legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments; • collections information: date of information, date of collections action, collection agency information, amount, balance, comments; • inquiries: date, agency; • comments on file.		
M3	The consumer credit reports **must** be made available through the use of a web based-platform. Provide an example of a consumer credit report.		