



**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](mailto: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 Analysis of Commercial Fishing License, Quota, and Vessel Values 2022		Date November 25, 2022
Solicitation No. / N° de l'invitation 30003429		
Client Reference No. / No. de référence du client(e) 30003429		
Solicitation Closes / L'invitation prend fin At / à : 2:00 p.m. AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : December 26, 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 : Terri Jones 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	



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

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

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 30 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.3 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) (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.

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 **British Columbia**.

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)

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.

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"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

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 **40 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **60 points**
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



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](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 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.3 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.

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: 2019-01](#) 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; rate of pay which lump sum payment is based;
- e. period of lump sum payment including start date, end date of number of weeks;
- f. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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) (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 (2013-03-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca and cc: (insert email for the PA and the AP Coder) The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- 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 Contract Award to March 31, 2023 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(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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: Terri Jones
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-461-3743
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 costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "B", to a limitation of price of \$_____ (to be inserted at contract award). Customs duties are included, and Applicable Taxes are extra.

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



6.7.2 Methods of Payment

6.7.2.1 Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered 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 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

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 [2010B](#) (2022-01-28) General Conditions – Professional Services (Medium Complexity);
- (c) Annex “A” Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) the Contractor's bid dated _____ (*to be inserted at contract award*)

6.12 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 SACC Manual Clause

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

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



6.14 Dispute Resolution

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

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

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

1. Informing license retirement and reallocation programs as they arise
2. Gauging and tracking the economic health of the fishing industry
3. Developing policies around license redistribution and First Nation participation
4. Estimating the impacts of policy decisions on the Pacific Fishery
5. 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

2.1 The objective of the project includes the following:

- 2.1.1 Gathering data that will inform license retirement and reallocation programs;
- 2.1.2 Gauging and tracking the economic health of the fishing industry;
- 2.1.3 Developing policies around license redistribution and First Nation participation;
- 2.1.4 Estimating the impacts of policy decisions on the Pacific Fishery; and
- 2.1.5 Potential treaty impacts on the commercial fishery.

2.2 Description of Scope of Work

2.3 General Requirement

- 2.3.1 The Contractor must perform valuations on Pacific licenses and quota that can be transferred.
- 2.3.2 The Contractor must perform the valuations for each group in each license category including vessels. The groups are:
 1. Full fee licenses
 2. Reduced fee licenses where they exist
 3. Quota values where they exist
 4. Lease value where they exist
 5. Vessels used in the various fisheries shall be valued according to fishery in accordance with the current market.



Indigenous communal commercial licenses (F licenses) are not valued in the study.

The valuations must be consistent with the changes in the markets for licenses and quota, such as the development of a new lease market. In all cases, the Contractor must perform the valuations on the following license, 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
	Yukon River (AYR)**	X	X	X		X
	Stikine River (ATBR)**	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 (fresh round/ j-cut)	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 licenses must include any available valuations for dogfish and lingcod quota and provide a section for developing markets such as tuna and sardine licenses

** Please refer to 4.1.2.1. and 4.1.2.2 for further specific requirements for these following licenses



3.0 Specific Requirements

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

3.1 Licenses Quota and Vessels Data

License, quota, and vessel information are to be collected by the Contractor through open and/or directed sources such as interviews with individual license 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. If estimates are used, Contractors are to ensure the values are reflected of the current market value and transactions.

The following is an ordered list of information sources starting with the most preferred:

1. Information based on actual transactions within the calendar year;
 - a. With the exception of salmon Yukon River (AYR) and Stikine River (ATBR) licenses. The following licenses are to include all historical transaction data to date.
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;
 - a. With the exception of salmon Yukon River (AYR) and Stikine River (ATBR) licenses. The following licenses are to include all historical price data to date.
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 Pacific BC fisheries in determining a final valuation.

3.2 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/aluminum/steel, fiberglass), including the number of vessels for each class and for each fishery. Valuation must therefore be based on this stratification.



3.3 License 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 license valuations must either be based on the license or on a per foot basis. The Contractor must report valuations according to the appropriate attributes.

4.0 Commercial Outlook

In addition to information relating to the valuations of licenses, 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:

4.0.1 Economic

1. Trends in values
2. Changes in markets
3. Changes in input costs
4. Other relevant economic data

4.0.2 Environmental

1. Changes in abundance
2. Environmental changes
3. Changes in scientific understanding
4. Other relevant environmental data

4.0.3 Government

1. Changes in regulations
2. Licensing
3. Government acquisition programs
4. Treaties
5. Other relevant government actions/programs

4.0.4 Any other relevant data

4.1 Reporting

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

The report structure must include:

4.1.1 Introduction

1. Purpose of the report
2. Summary of the previous report
3. Policy changes, and outstanding issues that are relevant to valuation study for this year

4.1.2 A general description, including:

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



4.1.2 Valuation

- 4.1.2.1** A valuation of each license type, quota including units (per license and average vessel length, per foot (metre), lbs. quota etc.), a guide to the number of valuations performed per license type (more than 10, less than 3 etc.), and the confidence in the valuation (low, medium, high) indicated with objective range (numerical and/or percentage value).
- 4.1.2.2** A table showing the stratified vessel valuations for each license type as set out in Table 1.

4.1.3 Comments Relevant to Valuation

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

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

4.1.4 Historic Comparison

1. Graph and table showing historic valuations of licenses and quota (from previous reports)
2. Graph showing landed weight and value (current as well as historic)

4.1.5 Outlook

As part of the valuation study, the Contractor must also provide an assessment of the future of each fishery in accordance of their expertise in Pacific BC fisheries. This is important as future expectations play a dominant role in license valuations for licenses and provides context to license values.

Sections must include:

1. General highlights for the year
2. General economic concerns (rising/falling Canadian dollar, changing fuel costs, environmental concerns)
3. Changing regulatory
4. Market Observations

4.1.6 Conclusion

As part of the valuation study, the Contractor must provide a concluding body that summarizes the report and their assessment including outlook in domestic and international impacts in Canadian fisheries.



5.0 Deliverables

5.1. Deliverables and Due Dates

5.1.1. The Contractor must complete all Work detailed in Section 4.0 Description of Scope of Work and have all deliverables delivered in accordance with the schedule in Table 2 for the license and vessel valuation study and reporting for 2022.

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 4.0 Description of Scope of Work and Section 4.3. 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

5.1.2. The Contractor must complete all Work detailed in Section 2.0 Description of Scope of Work and have all deliverables delivered in accordance with the schedule in Table 3 for the license, quota, and vessel valuation study and reporting for 2022.

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	As soon as possible	<ul style="list-style-type: none"> Data collection timeline as per the contract dates.
2	Submission of draft report, incorporating the data and supporting information found from the work performed as per Section 4.0 Description of Scope of Work and Section 4.3. Reporting detailed in this Statement of Work, for review by the Project Authority.	February 15, 2023	<ul style="list-style-type: none"> Draft Report
3	Submission of final report to the Project Authority.	March 31, 2023	<ul style="list-style-type: none"> Final Report Raw Datasets used during the development of



			the valuation report
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6.0. Reporting Requirements

- 6.1.1 The Contractor must submit reports electronically in MS word and pdf format in English to the Project Authority.
- 6.1.2 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.

7.0 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.

8.0. Location of Work

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

9.0 Language of work

The service of the Contractor will be provided in the English language.

10.0 Travel and Living Expenses

The Contractor must perform the Work at the Contractor’s place of business. No expected travel or living expenses will be covered.



ANNEX "B"
BASIS of PAYMENT

Table A: Initial Contract Period

INITIAL CONTRACT PERIOD: Contract award to 31 March 2023	
Description	Firm Price
Provide services for Analysis of Commercial Fishing License, Quota, and Vessel Values as described in Annex "A" Statement of Work Resource Name: _____	\$ _____
Total all-inclusive price (Taxes are excluded)	\$ _____

INITIAL CONTRACT PERIOD- SCHEDULE OF PAYMENTS			
Payment No.	Description and Deliverables	Percentage payment	Firm Amount excluding taxes
1	Data Collection Phase	15% value of contract	\$ _____
2	Submission of data / Draft Report	40% value of contract	\$ _____
3	Submission of data / Draft Report	45% value of contract	\$ _____

Table B: Option Period

OPTION PERIOD: 01 April 2023 to 31 March 2024	
Description	Firm Price
Provide services for Analysis of Commercial Fishing License, Quota, and Vessel Values as described in Annex "A" Statement of Work Resource Name: _____	\$ _____
Total all-inclusive price (Taxes are excluded)	\$ _____

OPTION PERIOD- SCHEDULE OF PAYMENTS			
Payment No.	Description and Deliverables	Percentage payment	Firm Amount excluding taxes
1	Data Collection Phase	15% value of contract	\$ _____
2	Submission of data / Draft Report	40% value of contract	\$ _____
3	Submission of data / Draft Report	45% value of contract	\$ _____

FOR EVALUATION PURPOSES ONLY	TOTAL EVALUATED PRICE
TABLE A \$ _____ + TABLE B \$ _____ =	\$ _____



**ANNEX "C"
EVALUATION CRITERIA**

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.

Your tender submission MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your tender submission.

The proposal should contain a statement of the name under which the contractor is legally doing business.

The Bidder should include the tables below for each proposed resource and indicate where in their bid the information can be found.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>The Bidder's proposed resource MUST have a minimum of 24 months (2 years) of experience within the last 36 months (3 years) from bid close date, engaged on projects providing evaluation services for Pacific British Columbia (BC) commercial fishing licenses, quotas and vessels.</p> <p>For each project that is cited as experience, the following information MUST be identified on the proposed resource's resume:</p> <ol style="list-style-type: none"> 1. Department's name; 2. Title of project; 3. Duration with month(s) and year; 4. Summary of responsibilities; and 5. Contact authority (name, email and/or telephone number). <p>The client contact(s) may be contacted by Canada during the evaluation for verification of the accuracy of the provided project information.</p>		



RATED CRITERIA

Bidders must attain a rating of at least 40 points in Rated Requirements to be considered compliant. Proposals which fail to attain at least 40 points will be considered technically non-responsive and no further evaluation will be conducted

No.	Point Rated Technical Criteria	Proposal Page No.	Maximum number of possible points obtained	Points Obtained
R1	<p>The proposed resource providing evaluation services should have experience synthesizing BC fisheries related data to determine trends and future outlooks.</p> <p>Project information should be provided for evaluation and verification purposes.</p> <p>Each project should include:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. The duration, in months, during which the service was provided; 3. A detailed outline of the services provided; and 4. Each project submitted should include one reference, including each reference's name, position title and contact information (telephone number, email address, etc.). <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • 1 month to 11 months of experience = 2 pts • 12 months to 23 months of experience = 4 pts • 24 months to 35 months of experience = 6 pts • 36 months to 47 months of experience = 8 pts • 48 months to 59 months of experience = 10 pts • 60 months or more of experience = 15 pts 		/15	
R2	<p>The proposed resource providing evaluation services should have experience working with BC fishery license information to perform evaluation analysis.</p> <p>Each project should include:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. The duration, in months, during which the service was provided; 3. A detailed outline of the services provided; and 		/15	



	<p>4. Each project submitted should include one reference, including each reference's name, position title and contact information (telephone number, email address, etc.).</p> <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • 1 month to 11 months of experience = 2 pts • 12 months to 23 months of experience = 4 pts • 24 months to 35 months of experience = 6 pts • 36 months to 47 months of experience = 8 pts • 48 months to 59 months of experience = 10 pts • 60 months or more of experience = 15 pts 			
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> <p>Each project should include:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. The duration, in months, during which the service was provided; 3. A detailed outline of the services provided; and 4. Each project submitted should include one reference, including each reference's name, position title and contact information (telephone number, email address, etc.). <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • 1 month to 11 months of experience = 2 pts • 12 months to 23 months of experience = 4 pts • 24 months to 35 months of experience = 6 pts • 36 months to 47 months of experience = 8 pts • 48 months to 59 months of experience = 10 pts • 60 months or more of experience = 15 pts 		/15	
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>Each project should include:</p>		/15	



	<ol style="list-style-type: none"> 1. The name of the client organization; 2. The duration, in months, during which the service was provided; 3. A detailed outline of the services provided; and 4. Each project submitted should include one reference, including each reference's name, position title and contact information (telephone number, email address, etc.). <p><u>Scoring Methodology:</u> Points will be awarded in the following manner:</p> <ul style="list-style-type: none"> • 1 month to 11 months of experience = 2 pts • 12 months to 23 months of experience = 4 pts • 24 months to 35 months of experience = 6 pts • 36 months to 47 months of experience = 8 pts • 48 months to 59 months of experience = 10 pts • 60 months or more of experience = 15 pts 			
Total Score (Minimum of 40 points is required)				/ 60