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

<u>Email / Courriel</u>: <u>DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca</u>

Copy To: Louise.Martel@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Greenland Halibut Market Economic Information and Analysis Date April 02, 2024				
Solicitation No. / N 30004868	° de l'invitatio	n		
Client Reference N 30004868	lo. / No. de réfe	érence d	u client(e)	
Solicitation Closes	/ L'invitation	prend fir	1	
At /à: 14:00 hrs				
EDT (Eastern Dayli	ght Time) / HAE	E (Heure /	Avancée de l'Est)	
On / le: April 17, 2	2024			
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus ci-inclus			
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus				
Instructions See herein — Voir o	ci-inclus			
Address Inquiries to:/ Adresser toute demande de renseignements à: Louise Martel Contracting Specialist Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Copy To: Louise.Martel@dfo-mpo.gc.ca				
Delivery Required / Livraison exigée See herein — Voir en ceci				
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur				
Telephone No. / No téléphone	o. de	Facsim	ile 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)				

Date

Signature

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

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

1.3 Comprehensive Land Claim Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement

1.3.1 Nunavut Land Claims Agreement (NLCA)

1.3.1.1 Nunavut Directive

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the <u>Nunavut Directive</u>).

The Nunavut Directive has the following objectives:

- a) Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b) Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c) Employment of Inuit at a representative level in the Nunavut Settlement Area workforce

1.3.1.2 Nunavut Directive: Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment
 - 2. Total hours and total dollars spent on Inuit Training
 - 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "C" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 **Standard Instructions, Clauses and Conditions**

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual 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-andquidelines/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.

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 **Technical Difficulties of Bid Transmission**

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

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

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the submission will be reviewed and deemed complete when:

- 1- Certifications and securities required at bid closing are included.
- 2- Bids are properly signed, that the bidder is properly identified.
- 3- Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4- All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5- All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.4 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.

2.5 **Applicable Laws**

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

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.

2.6 **Basis for Canada's Ownership of Intellectual Property**

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons. as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.7 **Bid Challenge and Recourse Mechanisms**

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

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

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

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)
Section II: Financial Bid (one soft copy in PDF format)
Section IV: Certifications (one soft copy in PDF format)
Inuit Benefits Plan (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"

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the Work.

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, financial and 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"

4.1.1.3 Inuit Benefits Plan Evaluation

The IBP evaluation criteria are included in Annex "D" (INUIT BENEFITS PLAN EVALUATION).

4.2 Basis of Selection

4.2.1 Nunavut Directive: Highest combined rating of Inuit Benefits Plan commitment, technical merit, and price – not limited to Inuit Firm Registry – W0027T2 (2022-04-01):

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. obtain the required minimum points specified R1 for the technical evaluation,
- 2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of total IBP merit, technical merit and price. The ratio will be 20% for the total IBP merit, 65% for the technical merit and 15% for price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available, multiplied by the ratio of 65.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 15% as follows: lowest evaluated price / bid price, multiplied by the ratio of 15.
- 6. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.

- 7. The total IBP merit score is the combined sum total of all individual IBP merit scores.
 - i. Inuit Employment 15%
 - ii. Inuit Ownership (Contractor and subcontractors) 15%
 - iii. Location in the Nunavut Settlement Area (NSA) 5%
- 8. For each responsive bid, the total IBP merit score for each criterion, the technical merit score and the pricing score will be added to determine its combined rating.
- 9. 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 total IBP merit score, technical merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 20/65/15 ratio of total IBP merit score, technical merit score, and pricing score, respectively. In the example below, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 5%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

Table 1: Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (20%), Technical Merit (65%), and Price (15%).				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		90/100	85/100	95/100
Bid Evaluated Price		\$16,000	\$17,000	\$20,000
	Inuit Employment Score	31.75/65	32.75/65	33.75/65
Inuit Benefits Plan	Inuit Training Score	5/15	10/15	15/15
muit benefits Plan	Inuit Ownership Score	15/40	35/40	25/40
	Location in NSA Score	10/10	10/10	10/10
Calculations: Technical	Technical Merit Score	90/100 x 65 = 58.5	85/100 x 65= 55.25	95/100 x 65 = 61.75
Merit & Price	Pricing Score	16/16 x 15 = 15	16/17 x 15= 14.12	16/20 x 15 = 12
	Inuit Employment Merit Score	31.75/65 x 10 = 4.88	32.75/65 x 10 = 5.04	33.75/65 x 10 = 5.19
Calculations: Total IBP Merit Score	Inuit Training Merit Score	5/15 x 10 = 3.33	10/15 x 10 = 6.66	15/15 x 10 = 10
Merit Score	Inuit Ownership Merit Score	15/65 x 10 = 2.30	35/65 x 10 = 5.38	25/65 x 10 = 3.85
	Location in NSA Merit Score	10/10 x 5 = 5	10/10 x 5 = 5	10/10 x 5 = 5
Combined Rating	•	89.01	91.45	87.79
Overall Rating		2nd	1st	3rd

PART 5 - CERTIFICATIONS

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/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 **Additional Certifications Precedent to Contract Award**

5.2.3.1 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 Contracto	r's Representative for the Contract is:
Name: Title: Address: Telephone: Facsimile: E-mail:	
5.2.3.5 Suppl	ementary Contractor Information
under applicat	aragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies ble services contracts (including contracts involving a mix of goods and services) must be T4-A supplementary slip.
agrees to prov	Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby ide the following information which it certifies to be correct, complete, and fully discloses the f 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 of partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Canada

30004868

Is the Bidder a FPS who receive	ed 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 prov	ided above and that it is correct and complete"
Signature	
Print Name of Signatory	

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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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

- **6.3.1.1** <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010B</u> (2013-12-01), General Conditions Professional Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to(to be inserted at Contract award). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - 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);

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- 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
- 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.

6.3.2 Supplemental General Conditions – <u>4007</u> (2022-12-01)

Canada to Own Intellectual Property Rights in Foreground Information apply to and forms part of the Contract.

6.3.3 Disclosure of Information

- 1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information
- 2. The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the <u>Privacy Act</u> (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions

6.3.4 Nunavut Directive: Reporting unanticipated Inuit and Nunavut benefits

- a. Despite the fact that Canada did not request the Contractor to include an Inuit Benefits Plan (IBP) with its bid for the Contract, the Contractor must provide with every invoice an up-todate IBP Progress Report in accordance with Annex "D" (IBP Progress Report) of the contract, detailing any unanticipated Inuit and Nunavut benefits that may be realized through the life of the contract including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment

2. Total hours and total dollars spent on Inuit Training

- 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
- 4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of the Contract to 21 March, 2025

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Louise Martel

Title: Contracting Specialist

Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: Fisheries and Oceans Canada

Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive Fredericton, NB E3C 2M6

Telephone: 819-962-7325

E-mail address: <u>DFO.tenders-soumissionsMPO@dfo-mpo.gc.ca</u>

Copy to: <u>Louise.Martel@dfo-mpo.gc.ca</u>

The Project Authority for the Contract is:

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)

Name: Title: Organization: Address:	
Telephone:	

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 Name: Title: Organization: Address: Telephone: Facsimile: E-mail address: 6.5.4 Canada's Inuit Benefits Plan Authority Canada's Inuit Benefits Plan Authority for the Contract is: Name: ____ Title: ___ Organization: _____ Address: _____ Telephone: ____ ____ Facsimile: ___ __ Email address: The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority. However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority. 6.5.5 Contractor's Inuit Benefits Plan Authority The Contractor's Inuit Benefits Plan Authority for the Contract is: Name: _____ Title: _____ Organization: _____ Address: _____ Telephone: ____ ____ Facsimile: ____ ___ Email address: _____ The Contractor's Inuit Benefits Plan Authority is the representative of the Contractor who is responsible

for matters concerning Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the Inuit Benefits Plan may be discussed with the Contractor's Inuit Benefits Plan Authority.

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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$
 _______(to be inserted 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

6.7.3.1 Multiple Payment

SACC Manual clause H1001C (2008-05-12), multiple payment

6.7.3.2 IBP Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

- If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.

- 3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
- 4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
- The total value of the IBP Holdback shall not exceed 15% of the total contract value.
- 6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
- 7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

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: (to be inserted at contract award) and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 **Applicable Laws**

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

6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2022-12-01) professional services (medium complexity);
- (c) the supplemental General Conditions 4007 (2022-12-01) Canada to own intellectual property rights in Foreground Information
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, IBP Progress Report
- (g) 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 Clauses**

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

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".

(e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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

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 TITLE

Greenland Halibut Market Economic Information and Analysis

2.0 OBJECTIVES

Fisheries and Oceans Canada, Economics and Statistics, Arctic Region (DFO) requires outside expertise to obtain a deeper understanding of the socio-economic impacts of the Greenland Halibut (*Reinhardtius hippoglossoides*) commercial fisheries in Nunavut (specifically Subarea 0):

- **2.1** The project intends to collect and analyze essential economic information on Greenland Halibut. In particular to collect information on the following:
 - Where the fish are sold territorially, provincially and internationally (exports specifically how they leave Nunavut), and to whom (industry restaurants, grocery stores, etc.)
 - Calculation of Profit margins for the industry
 - An understanding of the path the income from the fisheries takes where does the money go (communities, fish plants, investments)?

3.0 BACKGROUND

Greenland Halibut (*Reinhardtius hippoglossoides*) are a deep water fish commonly referred to as Turbot in Canada. Greenland Halibut belong to the order *Pleuronectiformes*, a group of flat, bilaterally asymmetrical fish. They live in the cold northern waters of the Pacific and Atlantic Oceans and are highly migratory. The Northwest Atlantic population extends south from Baffin Bay to the waters off the continental slope of Labrador and outer Grand Banks east of Newfoundland, east into Greenland waters and Denmark Strait, and possibly to Icelandic and Norwegian waters.

For management purposes, the Northwest Atlantic Greenland Halibut population is divided into smaller stock assessment units, the Canadian portion of this stock is Subarea 0. Subarea 0 is divided into a northern region, Division 0A (Baffin Bay), and Division 0B (Davis Strait). The Subarea 0 fishery is a commercial fishery with the exception of that portion of Division 0A which falls within the NSA (Nunavut Settlement Area). In this area, there is an exploratory fishery with a quota for Nunavut inshore fisheries development.

Harvestable quantities of Greenland Halibut in the inshore of Division 0A may exist in deep water channels connected to offshore waters. Hunters and Trappers Organizations adjacent to these deep water areas have conducted exploratory fisheries over the years in Eclipse Sound, Scott Inlet and Sam Ford Fjord, Kingnelling Fjord, Makiak, Coronation and Kangert Fjords. Division 0A access and allocation has been provided exclusively to Nunavut interests. The Division 0A fishing season is dictated by the presence of sea ice but typically begins in June and ends in November.

In 2009, Nunavut interests acquired access to the Division 0B fixed gear competitive fishery (harvest total data can be provided). Participants include interests from Nunavut, Nunavik, Labrador, Newfoundland and Nova Scotia. The Division 0B fishery operates on the calendar year. The fishing season is dependent on ice conditions and usually starts in May and finishes at the end of November. A small inshore summer fishery has also been conducted in Cumberland Sound, but the winter fishery in this area represents

much larger quantities harvested. The Cumberland Sound winter fishery mostly occurs on-ice, with limited open water fishing and has an annual quota of 500MT. All landed product from this management area is brought to the Pangnirtung fish processing plant.

The Subarea 0 Greenland Halibut fishery adds significant economic value to Northern communities. In 2022, the Subarea 0 (0A + 0B) Greenland Halibut fishery had a total value of \$120 million, with 17,604MT of total product landed. Fishers harvest in these waters from multiple Atlantic regions, however Nunavut commercial fishing enterprises conduct the majority of the harvest. Subarea 0A is fished exclusively by Nunavut harvesters, and close to 50 percent of the initial quota in 0B is allocated to Nunavut interests. Vessels harvesting in these waters land the majority of their product in Greenland (60% in 2022), the remaining landings are made at Canadian ports. Greenland halibut is typically harvested by either Stern Trawl or Gillnet, with historical exceptions where longline or experimental gear have been used. In 2022, Stern Trawlers harvested 67 percent of the SA0 landings with Gillnet representing the remaining 33 percent of the harvest respectively.

4.0 SCOPE OF WORK

Deliverables
Final work plan with detailed timelines for draft
and final deliverables
(Within one (1) week of contract award)

Progress reports
(Bi-weekly throughout the Contract)

Description

A kick-off meeting will take place via teleconference, in English. The objective of the kick-off meeting is, at minimum, to introduce the Contractor to the advisory panel, discuss the work plan, resource allocation and schedule. Following the kick-off meeting, the Contractor and/or their representative(s) will submit a final work plan of the study for DFO approval, including a project schedule, and resource allocation. The final work plan will be submitted to DFO for approval in electronic format (Microsoft Word).

Progress reports will be submitted via e-mail to the Project Authority bi-weekly (with the exception of the first report for which the timing will be determined at the kick-off meeting). Progress reports must be in English and include, at a minimum:

- a summary of activities during the reporting period (based on the planned activities from the previous report);
- what was accomplished and what was planned but not accomplished;
- what is planned until the delivery of the next progress report;
- · any issues, problems or warnings; and
- solutions or recommendations to resolve or mitigate the identified issues, problems or warnings.

Data collection plan draft (On, or before April 26, 2024)

Final data collection plan (On, or before, May 17, 2024)

Study report draft (On, or before, January 10, 2025)

All issues, problems and warnings must also be reported to the PA as they arise.
A proposed data collection plan is submitted to DFO.

The Contractor and/or their representative(s) will then meet with DFO by teleconference to discuss the draft as required.

The final data collection plan will be submitted to DFO in electronic form in Microsoft Word and PDF formats in English.

Using knowledge gained from data collection, the Contractor and/or their representative(s) will explore the economics for fisheries harvests within Nunavut offshore waters.

The Contractor and/or their representative(s) will then prepare a draft report describing the findings from the data collected. The drafted study report will be submitted to DFO for revision.

The drafted report should include the following sections, subject to discussion and agreement between DFO and the contractor:

- 1. an executive summary of the study
- 2. an introduction describing the study
- 3. a description of the methodologies adopted for the study, including the rationale for their use as opposed to other options, and including any limitations and uncertainties
- 4. a discussion of the findings from data collection as it relates to the economics for fisheries in Nunavut
- 5. conclusions
- 6. references

The Contractor should anticipate a minimum of one round of comments by DFO. The Contractor will meet with DFO by teleconference to discuss the draft as required.

The final study report will be submitted to DFO electronically in Microsoft Word and PDF formats in English together with electronic versions of the supporting tables, figures and pictures.

Final study report (On, or before March 14, 2025)

Any datasets and electronic worksheets/models
developed in connection with the study shall be
provided in electronic format, including any
necessary explanations and references.

Final presentation material (On, or before, March 19, 2025)

The Contractor will prepare a presentation describing their findings from the final study report.

The final presentation material will be provided to DFO in Microsoft PowerPoint and PDF electronic formats in English.

Final presentation delivery (On, or before, March 21, 2025)

The Contractor and/or their representative(s) will present their findings from the final study report to DFO virtually.

6.0 LANGUAGE OF WORK

The language of communication with DFO shall be English. Work plans, timelines, progress reports and working papers must be prepared in English.

The literature review report, study report, and presentation must be provided in English.

7.0 LOCATION OF WORK & TRAVEL

Work is to be performed on the contractor's premises. If applicable, the contractor and/or their representative(s) is required to provide their own transportation and living expenses within the contract parameters.

8.0 CLIENT RESPONSIBILITIES

At the kick-off meeting, DFO will provide additional context and information to ensure the study is launched in a direction that maximizes the likelihood of a successful outcome. Thereafter, DFO will monitor contract progress and provide timely feedback to the contractor. The Project Authority will:

- Monitor contract progress and provide timely feedback to the contractor.
- · Make available any preliminary/partial data and literature/studies that DFO holds, as agreed to at the kick-off meeting, and after all confidentiality requirements have been met.
- Provide feedback (within 5 business days) on bi-weekly progress reports.
- Provide feedback (within 10 business days) on draft reports.
- Provide feedback (within 3 business days) on draft presentations.

9.0 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for:

- ensuring the work is adequately planned, organized and carried out by experienced and competent personnel;
- · when required, arranging meetings necessary for the conduct of the work; and
- providing its own administrative and logistical support.

The contractor shall have the appropriate complement of personnel with relevant expertise to complete the services described in this Statement of Work within the specified timeframes.

The Contractor is responsible for the overall delivery of all services described in this Statement of Work. The Contractor shall compile and maintain an orderly set of working papers, file information, documents consulted, and reports. These documents will become the property of the Crown should the contract be terminated.

In addition, the contractor will:

- Work proactively with the Project Officer to discuss and clarify the key activities, content of deliverables, and project risks and mitigation measures.
- Immediately advise the Project Officer of any significant or urgent observations or findings during any phase of the assignment.
- Provide status briefings to the Project Officer every two weeks and when required.
- Receive approval from the Project Authority for any changes to the approved work plan.
- Receive written approval from the Project Authority before undertaking any work not specifically identified within the work plan and this Statement of Work.

10.0 CONFLICT OF INTEREST

The proposal must contain a statement from the Contractor that the Contractor is not aware of any real or perceived conflict of interest and provide assurance that the Contractor will advise DFO immediately should a potential conflict of interest situation arise during the execution of this contract.

11.0 REPLACEMENT OF CONTRACTOR RESOURCE

The Contractor must provide the services of the resource(s) named in the contract to perform the work, unless the Contractor is unable to do so for reasons beyond the Contractor's control.

The Contractor shall ensure that all proposed personnel are assigned for the duration of the agreement and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress. Furthermore, the replacement resource shall be of equivalent or higher qualifications at the same or lower costs than the original resource. The Project Authority retains the right to refuse the proposed replacement resource in which case, the contractor would propose an alternate resource in a timely manner. Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been authorized by the Project Authority.

ANNEX "B" BASIS of PAYMENT

Contract Period: Contract Award to March 21st, 2025				
Milestone	Key Deliverables	Due Date	Payment (\$)	
1	Final work plan with	Within one (1)	\$	
	detailed timelines for draft	week of contract		
	and final deliverables	award		
2	Final data collection plan	May 17, 2024	\$	
3	Final study report	March 14, 2025	\$	
4	Presentations	March 21, 2025	\$	
	Total Evalu		\$	
	Applicable	Tax	\$	
	Total inclu	ding	\$	

ANNEX "C" **EVALUATION CRITERIA**

BIDDER MUST PROVIDE PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

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.

It is essential that the elements contained in the bidder's proposal be stated in a clear and concise manner. Bidders must ensure that their proposal provides sufficient evidence for the client to assess the compliance of their proposal with the following criteria.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	The bidder must demonstrate that they, or their proposed team of individuals, have completed previous studies in areas related to the socio-economic analysis of natural resources similar to those described in the Statement of Work. To demonstrate this experience, the bidder must provide details on one (1) previous study that they have completed within the last twenty (20) years from the closing date of this RFP. The study that is cited to demonstrate this experience must include: • The title of the study • The study's abstract • A brief description of the proposed resource(s) role(s) in the study		
M2	The bidder must demonstrate an understanding of the requirements of the work needed in order to achieve the objective of the study on time by providing a summary workplan of the intended delivery approach and coordination of activities as described in the Statement of Work. To demonstrate their understanding, bidders must provide a proposed workplan that: • identifies which resources are assigned to each activity • the proposed methodologies that will be used to meet the requirements of the study as outlined in the Statement of Work		

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clearly describes the coordination of activities and the anticipated level of effort (hours and/or days) needed to complete the tasks outlined in the Statement of Work and Basis of Payment.		
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RATED REQUIREMENTS:

It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Maximum points is 35. Minimum points to proceed is 25.

No.	Point Rated Technical Criteria	Proposal Page No	Maximum Number of Points Obtained	Points Obtained
R1	The bidder demonstrated that the proposed individual(s) has experience using quantitative and/or qualitative methodologies to identify, collect, and assess data related to natural resource management and/or fisheries management in a socio-economic, ecological and/or environmental context within the twenty (20) years from the closing date of this RFP. To demonstrate this experience, bidders should provide at least one (1) brief description (250 words minimum) of a study and the method and/or approach used throughout. • 15 points earned for providing three (3) or more studies that demonstrate experience using quantitative and/or qualitative methodologies. • 10 points earned for providing two (2) studies that demonstrate experience using quantitative and/or qualitative methodologies. • 5 points earned for providing one (1) study that demonstrates experience using quantitative and/or qualitative methodologies. • 0 point earned if no studies are provided.		15	
R2	The bidder demonstrated that they, or their proposed team of individuals, have experience preparing data collection plans related to: • Ecology – 5 points • The environment – 5 points • Natural resources – 5 points • The Arctic Region – 5 points To demonstrate this experience, bidders should provide at least one (1) brief description (250 words minimum) of a		20	

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	literature review they have prepared up until the closing date of this RFP.			
Total Score (Minimum of 25 points is required)				

ANNEX "D" **INUIT BENEFITS PLAN (IBP) EVALUATION CRITERIA**

Evaluation and Assessment of IBP Commitment

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, THE BIDDER MUST PROVIDE DOCUMENTATION AND DETAILS WITH THEIR BID to demonstrate how they will meet the objective of each criterion.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

SUPPORTING DOCUMENTATION

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Inuit Employment

- list of specific positions, categories, overall percentage of labour
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.

Inuit Training and Skills Development

- outline the activities that support Inuit training and skills development
- demonstrate how the development will build job specific skills
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects

Inuit Ownership (of Prime and Sub-contractors / suppliers)

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-contractors / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Definitions

Eligible Inuit Employment

- 1. An individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract to do work related to the project; and
- 2. Must be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Inuit Firm Registry (IFR) Firm (prime contractor/subcontractor/supplier):

1. An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and His Majesty the King in Right of Canada. https://inuitfirm.tunngavik.com/

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.	
NUNAVUT BENEFITS CRITERIA (NBC)					
IB1	NSA: Bidders are requested to demonstrate the existence of the vendor or sub-contractors performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area. *This criterion is worth 5% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Head Office - 3 points Staffed Administrative Office - 4 points Other Staffed Facility - 3 points	/10		
INUIT BENEFITS CRITERIA (IBC)					
	INUIT EMPLOYMENT: Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime	0-100% of total labour hours = 0 - 30 points. Points will be assigned based on a percentage % of the total points available:	/30		

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
	Contractor staff and/or sub- contractor staff.	% (Labour Commitment) x total points		
IB2	Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.	available Example: Bidder commitments 25% of labour hours will be Inuit = 25% of total points (30) 25 % x 30 = 7.5 points		
	An individual who is performing services related to the project for a contractor, sub-contractor or supplier who has work related to the project; and An individual registered on the Nunavut Inuit Enrolment list			
	NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment isnot sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.			
	*This criterion is worth 10% of the bid evaluation points available.			
	*** Holdback Conditions will apply to this criterion.			
IB3	INUIT TRAINING AND SKILLS DEVELOPMENT: Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work. This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects.	0-100% of total training and skills development hours = 0 - 30 points. Points will be assigned based on a percentage % of the total points available:% (Training & Skills Development Commitment) x total points available Example: Bidder commitments 25% of training and skills	/30	
	*This criterion is worth 10% of the bid evaluation points available.	development hours will be allocated to Inuit = 25% of total points (30)		

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Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
	*** Holdback Conditions will apply to this criterion.	25 % x 30 = 7.5 points		
IB4	INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS): Bidders are requested to demonstrate the use of IFR contractor/sub-contractors/suppliers in carrying out the contract. Bidders will be evaluated on their firm commitment to use IFR sub-contractors for services or the procurement of supplies and equipment from IFR businesses. An IFR contractor/sub-contractors/suppliers must meet the following criteria: An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. *This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Commitment to 0-4 IFR registered companies = 0 - 30 points. Example: 2 Companies Registered with IFR 50% x 30 = 15 assigned points	/30	
	TOTAL POINTS A	/100		

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BIDDER COMMITMENT AND CERTIFICATION

- 1. At time of bid submission The tables below may be used by bidders to submit their proposals and to supplement their response.
- 2. Canada reserves the right to verify any information provided in the IBP and that untruestatements may result in the tender being declared nonresponsive.
- 3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

TABLE 1 - LOCATION OF BUSINESS IN THE NSA

Provide Current Business address

Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA 1. Head Office 2. Staffed Administrative Office 3. Other Staffed Facility

TABLE 2 – INUIT EMPLOYMENT

<u>Total No. Of Inuit Employee Hours for This Contract = _____%</u>
Total Employee Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees by position.	Type of Employment	Total Hours Worked
	Total Inuit and non-Inuit Employee Hours	

TABLE 3 - INUIT TRAINING AND SKILLS DEVELOPMENT

<u>Total No. Of Inuit Employee Training/Development Hours for This Contract</u> = _____%

Total Employee Training/Development Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees byposition.	Type of Training/Development	Total Hours
	Total Inuit <i>and</i> non-Inuit Employee Hours	

TABLE 4 – INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):

Total Number of IFR registered companies to be used for This Contract =	%
Commitment Target of Four (4) IFR registered companies	

Company Name	Description of the Work	Inuit Firm ID	Inuit Firm Registry Company
			□ Yes

NOTE: only contractors, sub-contractors and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry (IFR) will be included in the calculations.

INUIT E	INUIT BENEFITS ACHEIVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT			
STEP#	CONTRACTOR:			
SIEF#	Total Contract Value (no GST):			
1	LOCATION OF BUSINESS IN THE NSA			
	The contractor must achieve a total score equal or equivalent to the initial bid evaluation, contractor receiving a score less than their initial Holdback Deduction.			
	Points received during evaluation:			
	1. Head Offices:/3			
	2. Staffed Administrative Office:/4			
	3. Other Staffed Facilities:/3			
	Points assigned upon contract completion:			
	1. Head Offices:/3			
	2. Staffed Administrative Office:/4			
	3. Other Staffed Facilities:/3			
	Met: No applicable Holdback Deduction	Mat / Nat Mat		
	Not Met: Proceed to Table 1 to determine applicable Holdback	Met / Not Met		
	Deduction			
2	INUIT EMPLOYMENT			
	Percentage proposed	%		

	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 2 to determine applicable Holdback Deduction	Met / Not Met
3	INUIT TRAINING AND SKILLS DEVELOPMENT	
	Percentage proposed	%
	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
4	INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):	
	Percentage proposed	%
	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	Met / Not Met

TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA HOLDBACK DEDUCTION					
ITEM#	REQUIREMENT	Weight	SCORE		
1	The contractor failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities) Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 100 Note: If (c) is ≤50%, Contractor will receive 0 points.	100			
2	TOTAL ASSESSED SCORE	100			
3	TOTAL CALCULATED HOLDBACK DEDUCTION: (100 - total assessed score)% x (Total contract value) x%	\$			
4	COMMENTS/JUSTIFICATIONS:				

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SIGNATURE OF EVALUATION PANEL:
Departmental Representative:
Departmental Representative:
Project Authority:

ANNEX "E" INUIT BENEFITS PLAN (IBP) PROGRESS REPORT

INUIT EMPLOYMENT

Table 1 - EIE Progress Report

"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE and non-EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Eligible Inuit Employment data <u>must not include</u> any data already included under the Eligible Inuit Training data or the Inuit Ownership data.

Period/Year/Phase/Other:	
	_

1-A EIE

ITEM	Hourly Rate	EIE Hours committed in this Period/Year/Phase/Other OR Progress Report (Contractor and subcontractor)	EIE Hours achieved in this Period/Year/Phase/Other OR Progress Report (Contractor and subcontractor)	Dollar Value committed for EIE (Contractor and subcontractor)	Dollar Value Paid to EIE (Contractor and subcontractor)
EIE – 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
TOTAL for this Period/Year/Phase/Other OR Progress Report				\$	\$

1-B Cumulative EIE

Total % Hours committed in the IBP (D1)	%	Total % Dollar Value committed in the IBP (D2)	%
Total EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to EIE for all Periods/Years/Phases/Other, up to now and including this one	\$
Total non-EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to non- EIE for all Periods/Years/Phases/Other, up	\$
Total % Hours worked by EIEs against Hours worked by non- EIEs, up to now.	%	Total % Dollar Value Paid for Hours worked by EIEs against Hours worked by non-EIEs.	%
Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report		
IBP Deviation Explanations (Use additional pages if necessary)		
Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)		
Comments (Use additional pages if necessary)		

INUIT TRAINING AND SKILLS DEVELOPMENT

Table 2 - EIT Progress Report

Period/Year/Phase/Other:

2-A Total EIT

	Total EIT training hours in this Period/Year/Phase/Other OR Progress Report		Total Dollar Value spent on training in this Period/Year/Phase/Other OR Progress Report		Number of EITs trained for this Periods/Years/Phases/Other, up to now and including this one	
ITEM	Committed	Achieved	Committed Achieved		Committed	Achieved
EIT -1			\$	\$		
EIT -2			\$	\$		
EIT -3			\$	\$		
Period/Year	for this /Phase/Other ess Report		\$	\$		

1-B EIT Cumulative

Total of EIT training hours for all Periods/Years/Phases/Other, up to now and including this one	Total Dollar Value spent on training in all Periods/Years/Phases/Other, up to now and including this one	\$ Number of EITs trained for all Periods/Years/Phases/Other, up to now and including this one
Total of EIT training hours committed in the IBP (E1)	Total Dollar Value committed for training in the IBP (E2)	\$ Total EITs committed in the IBP (T1)
Total of EIT training hours remaining to meet commitment	Total Dollar Value remaining to meet commitment	\$ Total EITs remaining to be trained

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report **IBP Deviation Explanations** (Use additional pages if necessary) Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary) **Comments** (Use additional pages if necessary)

INUIT OWNERSHIP

Table 3 - Inuit Ownership Progress Report

3-A Total Inuit Contractor/Sub-Contracting/Supplier

Period/Year/Phase/Other:

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/Year/Phase/Other OR Progress Report	
				Committe	d Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the	Inuit Firm ID	Total Dollar Value in this	

		Work/Goods Supplied		Period/Year/Phase/Other OR Progress Report for Subcontract or Supplies/Services Committed Achieved	
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Period/Year/Phase/Other OR Progress Report		\$	\$		

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Periods/Years/Phases/Other, including this one.	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
Total Dollar Value remaining	*

Comments (Use additional pages if necessary)

Contractor Certification

Comments (Use additional pages if necessary)

IBP PF	ROGRESS CERTIFICATION:	
PRINT	NAME DATE	SIGNATURE
CONT	RACT NUMBER:	
The Compl		entained in the IBP Progress Report is accurate and
The Co	ontractor further certifies, and is pre	pared to provide support to demonstrate, that:
1.		ttributed to Inuit workers or Inuit trainees , that the egistered on the Inuit Enrolment List during the
2.	Where work has been attributed to the Inuit Firm Registry during the r	Inuit Firms, that those firms were all registered on eporting period.