



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract Services
301 Bishop Drive
Fredericton NB
E3C 2M6

June 10, 2014

Subject: Request for Proposal F5211-140110
Education Coordinator - Lower Fraser River Area, BC

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM Atlantic Time, Wednesday, June 25, 2014. Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

TENDER SUBMISSION

F5211-140110 Education Coordinator - Lower Fraser River Area, BC

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from www.buyandsell.gc.ca . Those 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 any resulting contract.

For further information, please contact the Contracting Authority, Trudy Scott by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca .

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria. The contract will be for two (2) years. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the two years.

All questions regarding this request for proposals should be submitted in writing, no later than June 19th, 2014. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards

Trudy Scott
Fisheries and Oceans Canada
Contract Services

F5211-140110
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Education Coordinator - Lower Fraser River Area, BC

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Bid Closing Date: June 25, 2014
Time: 2 pm (14:00 Hours) Atlantic Time
Contract/File No: F5211-140110

OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Education Coordinator - Lower Fraser River Area, BC

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the services.

3. CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. This Offer of Services / Contract Form duly completed and signed;
2. Document attached hereto or referenced entitled "Statement of Work" and Appendix 1 and 2;

3. Document attached hereto or referenced entitled "General Conditions";
4. Document attached hereto or referenced entitled "Insurance Conditions";
5. Document attached hereto or referenced entitled "Terms of Payment";

4. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. CONTRACT PERIOD

August 1, 2014 to July 31, 2016

6. TENDERED PRICES

SERVICES AND ASSOCIATED COSTS

For the provision of all professional services, including all associated costs necessary to carry out the required work

August 1, 2014 - July 31, 2015

\$ _____ + GST/HST,

August 1, 2015 - July 31, 2016

\$ _____ + GST/HST

7. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

8. SUBMISSION

The Contractor submits herewith the following:

- a) Offer of services/contract form (duly completed and signed)
- b) Proposal
- c) Supplemental Instructions to Bidders – Former Public Servant Certification

9. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed in Article 6 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

10. APPROPRIATE LAW

The resulting contract shall be governed by and construed in accordance with the laws in the Province of British Columbia.

11. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

12. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

13. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

14. REPLACEMENT OF PERSONNEL

14.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

14.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

14.3 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and,
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

14.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

14.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further

replacement.

14.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2014.

Contractor's signature _____

16. CONTRACTOR'S ADDRESS

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1.

17. DEPARTMENTAL PERSONNEL

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

Trudy Scott
Materiel and Procurement Services | Services du matériel et des acquisitions
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 allée Bishop
Fredericton, NB | Fredericton N-B E3C 2M6
Trudy.Scott@dfo-mpo.gc.ca

PROJECT AUTHORITY

(To be completed upon contract award)

18. 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:

- 18.1 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:

- 18.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

- 18.3 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:

- 18.4 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

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2014.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2014.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. *Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.*
- 3.2. *Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded*

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real

property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

- 11.1. Incomplete or conditional tenders will be rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

- 12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

TERMS OF PAYMENT

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 6 of the OFFER OF SERVICES/CONTRACT FORM.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made monthly upon completion of work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

Statement of Work

TITLE: Education Coordinator - Lower Fraser River Area, BC

CONTRACT DURATION

Start Date: August 1, 2014

End Date: July 31, 2016

BACKGROUND

Fisheries and Oceans Canada's Salmonid Enhancement Program (SEP) delivers a formal education program – known as the Stream to Sea Program. The intent of the program is to encourage students from Kindergarten to Grade 12 as well as First Nations, local communities and external parties to participate in cooperative fisheries and watershed stewardship activities.

Fisheries and Oceans Canada requires contractors to provide delivery and coordination services for the Stream to Sea Program and community outreach activities.

SERVICES REQUIRED AND CONDITIONS OF WORK

Fisheries and Oceans Canada (DFO), requires Contractors to provide delivery and coordination services for the Stream to Sea program and related community outreach activities as defined by the Community Advisor (CA), for the following area:

- Lower Fraser River (LFR) area of BC.

Stream to Sea Program and community outreach services are required throughout the year. Delivery and coordination of these services will align with the geographic area. A work plan will be developed for the area using the information provided in Appendix 1 (Scope of Work). The contractor will work with the Community Advisor to coordinate and deliver these services in the LFR area.

The work will consist of coordinating and assisting with the set-up of classroom incubators, delivering salmon eggs to schools, and providing teacher in-service training which may include set up and operation of the salmon tank, the salmon life cycle, fish dissections, aquatic ecosystems and habitat requirements for salmon, environmental sustainability as it relates to salmon, stream to sea migration and other salmon focused education pertinent to the area. The Contractor will provide support and assistance for educators with tanks and assist with the development and delivery of a spring fry release program.

General activities may include, but are not limited to:

- **Salmonids in the Classroom and Stream to Sea Activities** provides support and maintenance of the DFO classroom incubation program with approximately

400 incubation units. Responsibilities and activities include organizing teacher in-service workshops, liaising with school districts to arrange for support to the program through district coordinators, providing technical support, arranging equipment and supplies, coordinating egg deliveries with local hatcheries, keeping accurate records of all eggs transferred and fry released, and coordinating equipment purchasing plans. Encourage participation from teachers and ensure recognition for years of service.

- **Curriculum/Activity In-services** providing in-service sessions for teacher groups to inform teachers about Fisheries and Oceans Stream to Sea Program and resources. This consists of workshops for new and returning teachers to the Salmonid in the Classroom Program and salmon dissections. In addition, workshops are provided in the field at fry release sites to inform educators of hands on activities for students to learn about salmon habitat.
- **Storm Drain Marking Program (SDMP)** coordinating groups in marking storm drains with a yellow fish symbol to remind citizens that all drains lead to streams or the ocean where fish live; providing training, equipment and logistical support to all groups interested in the SDMP. Inventory and organization of materials associated with the program.
- **Community Outreach and other Activities** liaise with LFR community groups and attend community events, assist volunteer hatcheries and community groups, collaborate on the development of resources and participate in training, evaluation and assessment opportunities.

The work will consist of delivering the Stream to Sea program and community outreach activities as defined in Appendix 1 Scope of Work.

RESOURCE REQUIREMENTS

The Contractor is expected to provide a vehicle suitable for transporting Salmonid in the Classroom materials and supplies needed for community outreach events.

LOCATION OF WORK

The majority of the contractor activity locations are listed in Appendix 2. The contractor is expected to carry out work associated with this contract at sites listed in Appendix 2 or at the Contractor office. The number of participating project and schools may fluctuate year to year and within the year. If a participating school drops out, an additional school may be considered at the discretion of the Contractor.

The Contractor should be prepared to work and attend events throughout the geographic area.

LANGUAGE OF WORK

Services provided will be in English.

TRAVEL AND LIVING EXPENSES:

There is no travel for this requirement

SECURITY CLEARANCE

There are no security requirements for this contract; however, recognizing that the education of children and minors is a component of this contract, the contractor and any personnel carrying out the work will be required to obtain RCMP clearance through an RCMP Police Information Check – Vulnerable Sector - prior to contract award.

INSURANCE REQUIREMENTS:

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under this contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

OWNERSHIP OF INTELLECTUAL PROPERTY

There is no Intellectual Property for this contract.

CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the Scope of work (Appendix 1) with the Community Advisor within four weeks of contract initiation and develop a work plan. The Contractor will participate in updates/revisions throughout contract duration as required by the Community Advisor, or as delivery and coordination situations require.

The Contractor is required to maintain communication with the Community Advisor on progress, technical support and equipment needs through progress meetings throughout the duration of the contract.

The Contractor is responsible for ensuring that fish culture practices are consistent with the requirements of the *Pacific Aquaculture Regulations (PAR)* Licence to operate a classroom incubator for salmonids'.

The Contractor is responsible for providing the Community Advisor with brood summary data as it pertains to the 'Licence to operate a classroom incubator for salmonids'.

FISHERIES AND OCEANS CANADA ROLES AND RESPONSIBILITIES

The Community Advisor is the primary contact and final decision-making authority for all issues related to activities paid for by this contract.

The Community Advisor is responsible for providing and familiarizing the Contractor with the *PAR* Community Enhancement licence for projects the Contractor will support. The Community Advisor is responsible for ensuring that the *PAR* Community Enhancement licence conditions are met. Fisheries and Oceans (DFO) staff will monitor *PAR* performance (Fish Health Management Monitoring Checklists). The Community Advisor will be responsible for identifying, documenting and assisting with the resolution of issues of *PAR* non-performance relating to the Salmonids in the Classroom Program.

The Community Advisor is responsible for providing and approving templates for biological record keeping.

The Community Advisor is responsible for providing some resource materials in support of contract objectives such as the Salmonids in the Classroom Manuals, DFO biological guidelines and policies and other related equipment, materials, and supplies that are required to fulfil contract objectives.

The Community Advisor and Contracting Officer must approve any changes to contract activities and/or deliverables.

LEVEL OF EFFORT:

The level of effort is estimated for each geographic area and project activity in Appendix 1, Scope of Work.

TITLE: Education Coordinator Lower - Fraser River Area, BC
 Service delivery area is in the Lower Fraser River area of British Columbia reaching from Darcy to Hope.

Appendix 1 Scope of Work, Resource Material and Deliverables				
Activity	Timing & Estimated Level of Effort (hrs)	Project Activity/Task	DFO Support	Deliverables & Reporting
Salmonids in the Classroom and Stream to Sea Activities	All year 1000-1200	<p>As needed for projects listed in LFR Annex A and agreed upon with CA.</p> <ul style="list-style-type: none"> • Plan with CA for upcoming season • Mentor/train/liaise with coordinators to prepare for upcoming season • Purchase program materials • Coordinate and deliver teacher in-service sessions for the LFR area, deliver equipment and supplies, teacher recognition • Update and maintain egg/fry & equipment inventories relating to all schools in area • Deliver eggs to participating classrooms and follow up – troubleshoot as needed • Collect and prepare adult salmon and deliver salmon dissection workshops, deliver dissection fish • Field Workshops to identify release 	<p>PAR Licences, SEP Best Management Procedures (BMPs) Teacher recognition items Salmon eggs for LFR area program Supplies for SIC program, tanks, filters, water testing kits, water conditioning products, other equipment as needed. Items for teachers to use in classrooms, sticker, buttons, key chains, posters etc Printing and photocopying as needed Fish food for classroom incubation fish. Provide salmon for classroom dissections, provide helper for preparing fish, provide storage areas and freezers for fish.</p>	<p>Data for Brood Summary submission, in season summaries to ensure PAR requirements are met Summaries 2 times per year (September & June) detailing participating teachers, schools, coordinators and locations and type of chillers Summary of adults collected for classroom dissections</p>

		<p>sites for teachers and provide in-service teacher training</p> <ul style="list-style-type: none"> • Maintain and update Salmonids in the Classroom resource website • Participate in DFO training and working groups as identified by the CA 	<p>Brood Summary Report format CA support and storage for materials as needed</p>	
<p>Educational and Outreach Materials</p>	<p>All year 75 - 100</p>	<p>As needed for projects listed in LFR Annex A and agreed upon with CA.</p> <ul style="list-style-type: none"> • Facilitate communication by liaising with DFO staff, schools and educators • Maintain Salmonids in the Classroom newsletter and website • Support network of Education Coordinators in the area • Develop and update related educational material as needed • Provide support to community hatcheries and Stewardship groups as needed 	<p>Ca's to work with EC in development and review process as needed Printing and photocopying as needed CA support and storage for materials as needed</p>	<p>Updates and reporting in monthly summary or as requested by CA</p>
<p>Storm Drain Marking</p>	<p>All Year 200 - 250</p>	<p>As needed for projects listed in LFR Annex A and agreed upon with CA.</p> <ul style="list-style-type: none"> • Maintain support network of SDM Community Partners in the LFR area. • Liaise with CA's to ensure supplies are purchased, maintained and distributed as needed 	<p>Purchase of supplies equipment as needed, budgets permitting Work with the EC to develop new funding opportunities CA support and storage for materials as needed</p>	<p>Updates and reporting in monthly summary or as requested by CA</p>

<p>Community Outreach / Liaison</p>	<p>All Year 300 - 400</p>	<p>As needed for projects listed in LFR Annex A and agreed upon with CA.</p> <ul style="list-style-type: none"> • Gather materials and deliver as needed to groups • Provide support to new groups • Attend and support community groups in their events and outreach activities 	<p>Resources materials, presentations, displays and other items required to carry out these activities</p>	<p>Updates and reporting in monthly summary or as requested by CA</p>
<p>Other Activities</p>	<p>All Year 75 - 100</p>	<ul style="list-style-type: none"> • SEP Community Workshop held every 2nd (odd) year • LFR Area SEP CIP volunteer recognition event held every 2nd (even) year • Development and review of new educational materials and resources • Support for Egg to Fry displays 	<p>Provision of information, supplies and materials needed to achieve assigned tasks</p>	<p>Updates and reporting in monthly summary or as requested by CA. SEP Community Workshop registration package</p>
<p>Reporting</p>	<p>35 - 45</p>	<ul style="list-style-type: none"> • Monthly report of EC activities • Other reports and summaries as requested by CA's 		<p>Monthly reports and other summaries as requested by CA's</p>

APPENDIX 2
Lower Fraser Community Involvement Projects

CA Area	Project Title
Burrard Inlet, Indian Arm, Vancouver	Belcarra Beachkeepers
	Buntzen Bay Residents
	Burnaby Fish and Game Club
	Burrard Inlet Marine Enhancement Society (BIMES), Centennial High School
	Morten Creek Project
	Mosquito Creek Stewardship Society
	Musqueam Creek Project
	North Shore Fish and Game Club
	North Shore Streamkeepers
	Port Moody Ecological Society (PMES)
	Reed Point Marine Education Centre
	Schoolhouse North Project
	Seymour Salmonid Society (CEDP)
	Spanish Bank Streamkeepers
	Kinder Morgan Westridge Terminal
	Vancouver Aquarium and Marine Science Centre
	Vancouver School District
	North Vancouver School District
North side of Fraser River, Burnaby to Mission	Port Coquitlam & District Hunting and Fishing Club (Alan Grist Memorial Hatchery)
	ALLCO Hatchery – Alouette Watershed
	Alouette River Management Society (ARMS)
	Beecher Creek Streamkeepers – Brunette River Watershed
	Bell-Irving Kanaka Creek Hatchery – Kanaka Watershed
	Byrne Creek Streamkeepers Byrne Creek Watershed, south slope of Burnaby Stream of Dreams Mural Society
	Coquitlam River Watershed Initiative
	Eagle Creek Streamkeepers – Brunette River Watershed
	Hoy/Scott Watershed Society and Optimist Hatchery – Coquitlam Watershed
	Hyde Creek Watershed Society – Pitt River Watershed
	Kanaka Education and Environmental Partnerships Society (KEEPS)
	Kaymar Creek Streamkeepers – Fraser River Tributary
	Maple Creek Streamkeepers – Coquitlam Watershed
	North Fraser Salmon Assistance Project
	River Springs Salmon Enhancement and Streamkeepers – Coquitlam Watershed
	Sapperton Fish & Game Club – Brunette River Watershed

	Stave Valley Salmonid Enhancement Society – Silverdale Creek, Chester Creek and Silvermere Lake Watersheds
	Stoney Creek Environment Committee – Brunette River Watershed
	Burnaby School District
	Coquitlam School District
	Maple Ridge School District
	New Westminster School District
West Vancouver and Howe Sound	Bowen Island Fish and Wildlife Club
	District of Squamish, Environment
	District of West Vancouver, Environment
	North Shore Wetland Partners
	North Vancouver Outdoor School
	Squamish River Watershed Society
	West Vancouver Shoreline Preservation Society
	West Vancouver Streamkeepers
	West Vancouver School District
	Squamish School District
	Pemberton/Whistler School District
South Side of Fraser River to Abbotsford	Cougar Canyon Creek Enhancement
	Little Campbell Hatchery (Semiahmoo Fish and Game Club)
	Nickomekl Enhancement Society
	Tynehead Hatchery
	Delta School District
	Langley School District
	Richmond School District
	Surrey School District
Mission, Abbotsford to beyond Hope	Abbotsford Ravine Park Salmonid Enhancement Society
	Byrne Creek Streamkeepers
	Chilliwack Senior High School Streamkeepers
	Chilliwack Vedder River Cleanup Society
	Cultus Lake Aquatic Stewardship Society
	Fraser Valley Bald Eagle Festival
	Fraser Valley Conservancy
	Fraser Valley Regional Watershed Coalition
	Miami River Streamkeepers
	Skowkale First Nation Project
	Yarrow Ecovillage
	Abbotsford School District
	Chilliwack/Hope School District
	Mission School District

**F5211-140110
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.

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

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

Mandatory Criteria	Meets Criteria (v)	Proposal Page No.
M1 Bidders must clearly identify the geographic area or area(s) of selection for which they are submitting their bid(s)		
M2 The bidder/firm must identify project personnel proposed as a resource for carrying out the work described in the Statement of Work and provide detailed resume(s)		
<p>M3 Bidders must demonstrate they or their proposed personnel have successfully provided services similar to those identified in the statement of work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this RFP. Bidders must identify:</p> <ul style="list-style-type: none"> - the name of the client - the period during which the service was provided - a detailed outline of the services provided - contact names, positions/titles and contact information for verification purposes - sufficient information to enable technical evaluation of the rated requirements 		

RATED REQUIREMENTS

Bidders must attain a rating of at least 70% overall in the point rated requirement R1 thru R4 to be considered compliant. Proposals which fail to attain at least 70% will be considered technically non-responsive and no further evaluation will be conducted.

<p>R1 Demonstrate recent experience (within the last 5 years) with training teachers to deliver environmental education programs to elementary and high school students. (35 points max)</p> <p>R2 Provide a summary of the intended approach to the delivery and coordination of activities described in the scope of work through the lens of salmon life history and their habitat requirements. (15 points)</p> <p>R3 Demonstrate experience and familiarity with working with community groups, volunteers, First Nations or students. (15 points)</p> <p>R4 Demonstrate knowledge of the technical aspects associated with maintaining and operating salmonid classroom incubators (aquaria). (10 points)</p>	
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Total points (Rated 1 thru 7): 75 points max / 53 points minimum

Bids **MUST** receive a minimum score of 70%, overall in the above rated categories in order to be considered technically responsive.

PRICE

Cost Evaluation (total maximum of 25 points)

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (25 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis. Proposals exceeding the max annual budget will be deemed non-compliant and will not be considered further.

BASIS OF SELECTION

The compliant bidder with the highest combined rated criteria points and cost points, and not exceeding the max annual budget shall be awarded the contract.

Maximum budget amounts: **Lower Fraser**
 Year 1 \$81,000.00 and Year 2 \$82,500.00



GENERAL CONDITIONS MINOR SERVICES

1. In the Contract

- 1.1 “*Minister*” means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.2 “*Contract*” means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 “*Contractor*” means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 “*Work*”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the *Contractor's obligations under the Contract*.
- 1.5 “*Novation*”, means the substitution of a new contract between the same or different parties.
- 1.6 “*Enure*”, means to serve to the use, benefit, or advantage of a person. (variant of “inure”)

2. In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up this Contract, these General Conditions govern.

3. This Contract, including these General Conditions, forms the entire Contract between the Minister and the Contractor, and no variation thereof, irrespective of the wording or terms of the Contractor's acceptance, will be effective, unless specifically agreed in writing by the Minister. No local, general or trade customs shall be deemed to vary the terms thereof.

4. The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

5. Assignment, Novation and Subcontracting

- 5.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 5.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 5.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
- 5.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

6. The prices shown on this Contract are final and unless otherwise specified herein include all applicable taxes (except GST), duties, and all other charges. The Department is exempted from QST (Quebec Sales tax).



7. No payment shall be made to the Contractor unless or until invoices and all documents are submitted in accordance with the terms of the Contract and the Contractor, if required to do so, establishes to the satisfaction of the Minister that all materials, parts, work-in-process or finished work in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.
8. Unless otherwise specified in the Contract, payment shall be made only in Canadian Funds after presentation of the required documents and after delivery of all items and performance of all services required in this Contract. Such payment shall not constitute acceptance of satisfactory completion of the Contract.
9. All specifications, drawings, patterns, samples and other information furnished to the Contractor in connection with the Contract shall be used solely for the purpose of carrying out the work and for no other purpose except with the consent in writing of the Minister and shall remain the property of the Minister and be returned on request at the expense of the Contractor.
10. The Contract, the specifications and all information issued, used or disclosed in connection with the Work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Minister for the protection of the same.
11. Time shall be of the essence of the Contract and every part thereof, except as may be otherwise provided.
12. The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised, or offered to any official or employee of Her Majesty for, or with a view to, the obtaining of the Contract by the Contractor.
13. No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.
14. The Contractor shall comply with all provincial and federal legislation, regulations and policies affecting conditions of work and wage rates, as well as the health and safety of workers.
15. The Contractor must obtain and maintain in good standing all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation and will provide copies thereof to Canada upon request.
16. The Contractor shall be responsible for the health and safety of all persons granted access to the site of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.
17. The Contractor shall ensure that every person granted access to the work place conducts himself/herself in a safe manner and has all prescribed safety material, equipment, devices and clothing.
18. The Contractor shall ensure that each person engaged in the Work is properly trained in all necessary safety procedures.
19. The Minister may at any time by notice in writing suspend the work of the Contractor or any part thereof.
20. This Contract in its entirety or any part thereof may be terminated by the Minister upon written notice. On such termination the Contractor shall have no claim against the Her Majesty for any payment except payment for services performed up to the date of such termination.



21. The Contractor shall keep proper accounts and records of costs and expenditures in connection with this Contract, including paid invoices and shall make them available to the Minister, on request, for audit and inspection at any time.
22. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work.
23. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c.9, s.2, the Conflict of Interest Code for Members of the House of Commons and the Values and Ethics Code for the Public Service cannot derive any direct benefit resulting from the Contract.
24. It is a term of this Contract that during the term of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.

25. Contractor Status

This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.

26. Environmental Considerations

- 26.1 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 26.2 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 26.3 Contractors performing work under this contract must comply fully with the *Canadian Environmental Protection Act*, 1999, the *Canadian Environmental Assessment Act*, the *Fisheries Act* and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Oceans Standing Orders, Policies and Procedures relating to environmental protection.
- 26.4 Contractors will be fully aware of their obligations as defined under the "*Canadian Environment Protection Act*, 1999" which requires that "A person must take practicable and



reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities”.

- 26.5 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the “*Canadian Environment Protection Act, 1999*” caused by the Contractor or his employees will be fully recovered from the Contractor.

27. Payment by Her Majesty to the Contractor will be made:

- 27.1 in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed progress claim, or
- 27.2 in the case of a final payment, or where the Contract specifies payment upon completion, within thirty (30) days following the date on which a duly completed final progress claim or invoice is received according to the terms of the Contract, or within thirty (30) days following the date on which the work is completed, whichever is the later.
- 27.3 if Her Majesty has any objection to the form of the progress claim or invoice, within fifteen (15) days of its receipt, she shall notify the Contractor of the nature of the objection. “Form of the claim or invoice” means a claim or invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in Articles 26.1 and 26.2 to apply for the sole purpose of calculating interest on overdue accounts.

28. Payment of Interest on Overdue Accounts

- 28.1 For the purposes of this Section:

“*Average Rate*” means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

“*Bank Rate*” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

“*Date of Payment*” means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

“*Due and payable*” means an amount due and payable in accordance with the Contract; and

“*Overdue*” means an amount that is unpaid on the first day following the day upon which it is due and payable.

- 28.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.
- 28.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.



28.4 The Minister shall not be liable to pay interest on overdue advance payments.

29. Certification - Contingency Fees

29.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.

29.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.

29.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 20 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

29.4 In this Section:

29.4.1 "*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

29.4.2 "*person*" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c. 44 (4th Supplement) or as may be amended.

30. Lump Sum Payment - Work Force Reduction Programs

30.1 It is a term of the contract that:

30.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

30.1.2 the Contractor has informed the Minister of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based.

31. Liability and Disability Insurance

The Contractor shall, concurrently with the execution of the work, place and maintain at all times during the execution of the work covered by this contract, sufficient Public Liability and Property Damage insurance against personal injuries and loss or damage to property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work. The insurance must provide coverage for all risks that the Contractor may encounter during the execution of the work, including those that may be encountered during work.



The Contractor shall, prior to the commencement of the work, provide proof that all provincial requirement respecting Workers' Compensation legislation of the like has been complied with or provide proof that accident disability insurance in form satisfactory to the Minister has been placed.

32. International Sanctions

32.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

32.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions, as described in subsection 31.1.

32.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable shall then apply.

33. The Code of Conduct for Procurement

33.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited :

- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c.44 (4th Supplement) applies;
- b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code du Canada, or under paragraph 80(1)d (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

33.2 The Bidders confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

33.3 For further information, the Bidder may refer to the following PWGSC site :

<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/dm-toc-e.html>

INSURANCE CONDITIONS SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

- 8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

- 8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS (NON-COMPETITIVE BID SOLICITATIONS FOR SERVICES) - FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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 to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. This formula is to be applied and the calculation is to be detailed in the bid documents.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.