



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract Services  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

June 14, 2014

Subject: Request for Proposal F5211-140112  
Stream to Sea Program Delivery and Coordination Services - Southern Vancouver Island

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, Monday, June 30, 2014. Proposals must be signed and emailed to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) and addressed:

**TENDER SUBMISSION**

**F5211-140110** Stream to Sea Program Delivery and Coordination Services - Southern Vancouver Island

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](http://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](mailto: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.

All questions regarding this request for proposals should be submitted in writing, no later than June 24<sup>th</sup>, 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

## **F5211-140112**

### **Stream to Sea Program Delivery and Coordination Services - Southern Vancouver Island**

1. Letter of Invitation
2. Offer of Services / Contract Form
3. Instructions to Tenderers
4. Terms of Payment
5. Statement of Work
6. Appendix 1 Scope of work
7. Appendix 2 Community Involvement Projects
8. Evaluation Criteria
9. General Conditions – Minor Services
10. Insurance Conditions
11. Supplemental Instructions to Bidders – Former Public Servant Certification

**Bid Closing Date: June 30, 2014**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Contract/File No: F5211-140112**

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**OFFER OF SERVICES/CONTRACT FORM**

**REQUEST FOR PROPOSALS FOR:**

Stream to Sea Program Delivery and Coordination Services - Southern Vancouver Island

**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. All cost proposals shall include prices for each year or it will be assumed the prices remain the same.

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.

**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](mailto: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:

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

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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:

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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:

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**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"

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Signature

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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**

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**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 five (5) 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:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto: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.

## **Statement of Work**

**TITLE:** Stream to Sea Program Delivery and Coordination Services - Southern Vancouver Island

### **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.

### **SERVICES REQUIRED AND CONDITIONS OF WORK**

Fisheries and Oceans, Canada, requires contractors to provide delivery and coordination services for the Stream to Sea Program, as defined by the Community Advisor, for:

- Southern Vancouver Island

Stream to Sea Program delivery and coordination services are required across the school year. Delivery and coordination services will be defined on a geographic specific basis through the development of work plan details using the information provided in Appendix 1 (Scope of Work). The contractor will work with the Community Advisor(s), to coordinate and deliver the Stream to Sea Program in schools and with local community groups. The work will consist of coordinating and assisting with set up of classroom incubators (aquaria), delivering salmon eggs to schools, providing classroom sessions which may include 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 trouble shooting and maintenance support for aquaria in schools and develop or assist with the development and delivery of a spring fry release program for participating schools. In some instances the contractor may participate in the live transport of adult and juvenile salmon and may participate in the spawning of broodstock.

The Stream to Sea Program aims to develop opportunities for external parties to be involved. Contractors may be required to facilitate and develop opportunities with local communities, First Nations, and community groups.

General activities may include, but are not limited to:

- **Classroom Incubation Program:** providing support and maintaining the DFO classroom incubation program. Responsibilities and activities include providing technical support, providing proper equipment and supplies, coordinating egg deliveries with local hatcheries, keeping accurate records of all eggs transferred and fry released, and coordinating equipment.
- **Curriculum/Activity In-services** providing in-service sessions for teacher groups to inform teachers about Fisheries and Oceans Educational resources; providing professional presentations of information and materials to educators and instruction on their use and method of acquisition.
- **Storm Drain Marking Program (SDMP)** coordinating youth groups in marking storm drains with a painted yellow fish symbol to remind citizens that pollutants that go down storm drains enter watersheds where fish live; providing training, equipment, and logistical support to all groups interested in the SDMP.
- **South Coast Area Education Team** participating in the Fisheries and Oceans South Coast Area Education Team to make recommendations about changes to the Education Delivery Plan, reviewing proposed learning resources, and evaluating and updating the *SCA Education Program Delivery Plan*.

## RESOURCE REQUIREMENTS

The Contractor is expected to provide the following resources:

- A vehicle suitable for transporting equipment
- Personal field gear

## LOCATION OF WORK

The majority of the contractor activities are based in school classrooms. The Contractor should be prepared to work outside in all weather conditions and in and around water. The contractor is expected to conduct the work associated with this contract either at participating schools, hatchery and field sites or at the contractor's office.

A list of work sites for each geographic area is provided in Appendix 2 "Stream to Sea Schools ." The number of participating schools and classes, in any or all of the contract areas may



fluctuate at any time. If participating schools drop out additional schools may be considered at the discretion of the Community Advisor.

### **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 work plan details (Appendix 1) in consultation with the Community Advisor within four weeks of contract initiation and to participate in updates/revisions throughout contract duration as 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 required to contact the Community Advisor prior to providing technical

support on Stream to Sea Program delivery or coordination issues.

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 'Licence to operate a classroom incubator for salmonids' 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.

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 Stream to Sea Guiding Document, the Salmonids in the Classroom Manuals, DFO biological guidelines and policies and equipment that are required to fulfil contract objectives. Details are provided in Appendix 1.

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.

## Appendix 1

### SOUTHERN VANCOUVER ISLAND

Location of Work public, private and homes schools and community groups within School Districts 61, 62, 63 and 64

#### Scope of Work

Activity	Timing/Level of Effort (hours)	Project Location/Tasks	DFO Resource Materials	Deliverables and Reporting
<p><b>Classroom Incubation Program</b></p>	<p>August – July (700-900 hours)</p>	<ul style="list-style-type: none"> <li>➤ As needed for projects in the South Vancouver Island (SVI) area and agreed upon with Community Advisor.</li> <li>➤ Organize/mentor/train/support coordinators to prepare for upcoming season, as well as, consult and support coordinators in-season.</li> <li>➤ Organize and deliver teacher in-service sessions for new participants.</li> <li>➤ Maintain partnerships with 4 school districts, supporting 85 public school projects, plus 15 additional projects, and provide technical/administrative support for all projects.</li> <li>➤ Purchase and provide all equipment, supplies, and program materials for SVI area.</li> <li>➤ Coordinate egg deliveries and follow up/support teachers as needed.</li> <li>➤ Update and maintain egg/fry and equipment inventories for all schools.</li> <li>➤ Assess program results and maintain records. Maintain database of all project activities, equipment, resource materials, and project participants. Upon request and at the end of each contract year, provide the Community Advisor (CA) with these records.</li> <li>➤ Coordinate Purchase Plans and chiller repairs/upgrades.</li> <li>➤ Identify release sites for teachers in accordance with the CA production plan and provide in-service teacher training for releases.</li> <li>➤ Participate in DFO training and working groups as identified by the CA.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Stream to Sea Guidance document, Salmonids in the Classroom</li> <li>➤ Streamkeepers Manuals and supporting materials and equipment</li> <li>➤ Classroom aquaria and all related equipment</li> <li>➤ BMPs and PAR licences.</li> <li>➤ Teacher recognition items.</li> <li>➤ Salmon eggs and fish food for SVI area.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 3-5 in-services, 30 participants</li> <li>➤ Monthly Progress Reports: number of classroom visits, presentations provided, summary of aquaria operations to ensure PAR requirements are met.</li> <li>➤ Brood Summary Report</li> <li>➤ Annually updated e-manual for 2 incubation systems.</li> <li>➤ 20K eyed eggs delivered from 2 hatcheries to 100 projects over 4 days.</li> <li>➤ Annual report including all contact, broodstock, incubator, number of eggs/alevin/fry, and recipient stream information.</li> <li>➤ Repair of 10-15 chillers annually.</li> <li>➤ Meetings and training as required.</li> </ul>

SCOPE OF WORK cont'd				
Activity	Timing/Level of Effort (hours)	Project Location/Tasks	DFO Resource Materials	Deliverables and Reporting
Professional Development/Education/Community Outreach and Liaison	August – July (300-400 hours)	<p>As needed for projects in SVI area and agreed upon with CA.</p> <ul style="list-style-type: none"> <li>➤ Facilitate, foster, and encourage communication and transfer of information by liaising with DFO staff, School District staff, and DFO curriculum coordinator. Inform DFO staff of the in-services and encourage their participation.</li> <li>➤ Provide in-service sessions and support for teacher groups.</li> <li>➤ Deliver materials to groups as needed.</li> <li>➤ Provide technical in-services in support of salmon dissections, and maintain dissection kits.</li> <li>➤ Develop/review/ update related educational materials and resources as needed.</li> <li>➤ Participate in the Fisheries and Oceans South Coast Area Education Team to make recommendations about changes to the Education Delivery Plan, review proposed learning resources, evaluate and update the <i>SCA Education Program Delivery Plan</i> as required.</li> <li>➤ Attend and support community groups in their events and outreach activities as needed.</li> </ul>	<ul style="list-style-type: none"> <li>➤ CA's to work with EC to develop and review process as needed.</li> <li>➤ Resource materials presentations, display boards, booth space.</li> <li>➤ CA to provide support and storage for materials as needed.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Updates and reporting in monthly summary or as requested by CA.</li> </ul>
		<p>As needed for projects in SVI area.</p> <ul style="list-style-type: none"> <li>➤ Maintain support network of Community Partners in the SVI area</li> <li>➤ Provide training, equipment, and logistical support to all groups interested in the SDMP.</li> <li>➤ Liaise with CA to ensure supplies are purchased and distributed as needed.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Purchase of supplies/storm draining marking equipment as needed, budgets permitting.</li> <li>➤ CA support and storage for materials as needed.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Updates and reporting in monthly summary or as requested by CA.</li> </ul>
Storm Drain Marking Activities	August – July (100-150 hours)			

**SCOPE OF WORK cont'd**

<b>Activity</b>	<b>Timing/Level of Effort (hours)</b>	<b>Project Location/Tasks</b>	<b>DFO Resource Materials</b>	<b>Deliverables and Reporting</b>
<b>Regional Activities</b>	August - July (70-100 hours)	<ul style="list-style-type: none"> <li>➤ Contribute and attend events such as the Regional DFO Education conference, the SEP Community Volunteer Workshop and the SVI Area SEP CIP Volunteer Recognition event.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Provision of information, supplies and materials need to achieve assigned tasks.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Updates and reporting in monthly summary or as requested by CA.</li> </ul>
<b>Reporting</b>	August – July (80-100 hours)	<ul style="list-style-type: none"> <li>➤ Complete Regional survey provided by DFO.</li> <li>➤ Provide the Project Authority with a monthly report summarizing activities undertaken.</li> <li>➤ Other reports and summaries as requested by CA.</li> </ul>		<ul style="list-style-type: none"> <li>➤ Stream to Sea survey</li> <li>➤ Monthly reports.</li> <li>➤ Annual report.</li> <li>➤ Other reports and summaries as requested by CA.</li> </ul>

## Appendix 2

### SOUTH VANCOUVER ISLAND

#### STREAM TO SEA SCHOOLS

Arbutus Middle School	Bayside Middle School
Belmont Secondary School	Braefoot School
Brentwood School	Campus View School
CDC-ALP	Claremont Secondary School
Cloverdale School	Colquitz Middle School
Colwood School	Craigflower School
David Cameron School	Deep Cove School
Doncaster School	Ecole Victor Brodeur
Fernwood School	Frank Hobbs School
Fulford School	Galiano Community School
George Jay School	Glenlyon-Norfolk School - Jr Boys
Goldstream Nature House	Gordon Head Middle School
Hans Helgesen School	Happy Valley School
Hillcrest School	Home School (Marilyn Shepherd)
John Muir School	John Stubbs School
Journey Middle School	Keating School
Kelset School	Lakehill School
L'Ecole Poirier	Lau Wel New Tribal School
Lighthouse Christian Academy	Little Paws Preschool
Lochside School	Macaulay School
Margaret Jenkins School	Maria Montessori Academy
Marigold School	Monterey School
North Saanich Middle School	Oaklands School
Parkland Secondary School	Pender Islands Elem-Sec School
Prospect Lake School	Richmond School
Rogers School	Royal Oak Middle School
Ruth King School	Salt Spring Centre School
Salt Spring Elementary School	Sangster School
Saseenos School	Saturna Island School
Sidney School	Sir James Douglas School
SJ Willis School	Sooke Elementary School
South Park School	Spectrum Secondary School
St Margaret's School	St Michaels University Middle School
St Michaels University Secondary School	St. Patrick's School
Strawberry Vale School	T'Sou'Ke First Nation
Tillicum School	Torquay School
WestMont School	Willows School
Willway School	

**F5211-140112**  
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.

<b>Mandatory Criteria</b>	<b>Meets Criteria (v)</b>	<b>Proposal Page No.</b>
<b>M1</b> Bidders must clearly identify the geographic area or area(s) of selection for which they are submitting their bid(s)		
<b>M2</b> 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><b>M3</b> 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"> <li>- the name of the client</li> <li>- the period during which the service was provided</li> <li>- a detailed outline of the services provided</li> <li>- contact names, positions/titles and contact information for verification purposes</li> <li>- sufficient information to enable technical evaluation of the rated requirements</li> </ul>		

## 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><b>R1 a</b> 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><b>R2</b> 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><b>R 3</b> Demonstrate experience and familiarity with working with community groups, volunteers, First Nations or students. (15 points)</p> <p><b>R 4</b> 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 4): 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: **Southern Vancouver Island**  
Year 1 \$68,250.00 and Year 2 \$68,250.00





## 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 Wavers Pollution Prevention Regulations and with all Department of Fisheries and Ocean's 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 (4<sup>th</sup> 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.