



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Title – Sujet Provision of Critical Incident Stress Management Program		Date May 9, 2016
Solicitation No. – N° de l'invitation F5211- 150735A		
Client Reference No. - No. De Référence du Client F1589-160001A		
Solicitation Closes – L'invitation prend fin At /à : 1400 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : May 24, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Nancy Paquette Contracting Officer Fisheries and Oceans Canada Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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This bid solicitation cancels and supersedes previous bid solicitation number F5211-150735 dated February 16, 2016 with a closing of March 1, 2016 at 2:00pm AST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** business days before the bid closing date. Enquiries received after that time may not be answered.

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



2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

Section I: Technical Bid (one (1) hard copy **OR** one (1) soft copy in PDF format)

Section II: Financial Bid (one (1) hard copy **OR** one (1) soft copy in PDF format)

Section III: Certifications (one (1) hard copy **OR** one (1) soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to ANNEX D for details

4.1.1.2 Point Rated Technical Criteria

Please refer to ANNEX D for details

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

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

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.1.2 Certification Required with Bid

5.1.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

a) an individual;



- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive. 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 Applicable Taxes.

Signature

Date

5.1.2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature

Date

5.1.2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date



5.1.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.5 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Paquette
 Title: Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, NB, E3C 2M6
 Telephone: 506 452 3494
 Facsimile: 506 452 3736
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority (To be entered at contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : ____ _ ____
 Facsimile: ____ _ ____
 E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : ____ _ ____
 Facsimile: ____ _ ____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive



disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are excluded and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.7.3 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.



6.7.4 Multiple Payments

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.5 SACC Manual Clauses

A9117C (2007-11-30) Direct request by Customer Department.

6.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

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

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions (2016-04-04), General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions ;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Procurement Ombudsman

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

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance – Specific Requirements G1001C (2016-01-28)

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A" STATEMENT OF WORK

1.1 Title: PROVISION OF CRITICAL INCIDENT STRESS MANAGEMENT PROGRAM

1.2 Background

In recognition that employees may become involved in a critical incident through their work, the Pacific Region of Fisheries and Oceans Canada (DFO) established a Critical Incident Stress (CIS) Peer Team Program in 1991. The goal of the program is to provide timely, effective assistance to employees involved in critical incidents, thereby preventing or mitigation symptoms of CIS and Post Traumatic Stress Disorder (PTSD). The Critical Incident Stress Management (CISM) Program is based on and utilizes a modified Mitchell/ICISF Model.

Fisheries and Oceans has approximately 2400 employees throughout British Columbia and the Yukon. The CISM Peer Team consists of approximately 20-25 trained peers from across the regional and from various operational groups and one Program Manager. Peers serve on the team for a two-year timeframe and have the option to renew their commitment every two years. **We are looking for 1 (one) external Mental Health Professional (MHP) to complete the team.**

There are, on average, about 50 incidents in a year. Most of the responses are made by the Peer Team. Approximately 15-20% of the incidents require the services of a MHP. When the MHP is involved, it may be to provide a Critical Incident Stress Diffusing (CISD) or to provide support to a peer who is leading a defusing or a one-on-one intervention.

2.0 Requirements

2.1 Deliverables

- The Mental Health Professional is to provide CISM services which comply with the CIS Program Policy for the Pacific Region of Fisheries and Oceans Canada and the Western Region of CCG;
- Provide 1 (one) CISM-trained MHP who resides in British Columbia to:

Course:

- Develop lessons plans, training agendas and lead two "in-residence" three-day training sessions per year (April & November).
- Participate in cross-training programs to become familiar with DFO employee work situations;
- Participate in the CISM training of employees, supervisors, and Peer Team members as required;

Consultation/Participation:

- Participate in the selection of Peer Team members every two years
- Lead CIS Debriefings and follow-up support; to provide advice and back-up to peers who are doing the defusing; to provide consultation regarding a particular CIS response;
- Maintain strict confidentiality regarding critical incidents and any CISM response;
- Ensure appropriate follow-up is provided as required;
- Provide consultation and clinical guidance to the Peer Team;
- Work closely with the CISM Peer Team in quarterly telephone coaching meetings per year and semi-annual training sessions.
- Serve as referral resource.



24-hour Response Number:

- Maintain a 24-hour bilingual response number (including hearing impaired) and ensure Peer Team and/or Mental Health Professional response to a critical incident, as required;
- Provide a 24-hour 1-800 telephone bilingual service within British Columbia to access an MHP for a CIS response, including providing service to hearing impaired;

Reports:

- Provide statistical reports to Fisheries and Oceans on a quarterly basis and other reports as required;
- Provide quality assurance that will include written feedback from peers;

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

DFO will provide the venue for training, flip charts, overhead, binders and classroom support for 2 X 3 day courses. The training is anticipated to take place in Parksville BC, Vancouver Island. DFO staff will meet with the contractor to discuss training needs and possible course outlines prior to the training. DFO will provide reasonable support to contractor and open communication in order to facilitate completion of tasks and requirements.

3.2 Contractor's Obligations

Contractor will develop the training package and outline for 2 X 3 day course and any required material associated with the delivery of the courses. Contractor is responsible to have their own computer and software. Contractor is expected to have available access to professional resources to fulfil their work duties.

3.3 Limitation of Price

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

3.4 Location of Work, Work site and Delivery Point

This work will be conducted via telephone, email, onsite as required. Canada will not pay any travel or living expenses associated with performing the Work.

3.5 Language of Work

All meetings, reports and work will be conducted in English unless otherwise specified by the Project Authority. The 24 hour response number must be able to service in English and French at advanced levels at all times. Contractor must be able to deliver training and consults in English and French as and when required. See ANNEX F - Language Proficiency Grid



ANNEX "B" BASIS OF PAYMENT

Contract Period Tables:

The below represents an all-inclusive cost for the provision of all services, including all associated costs necessary to carry out the required work as described in Annex A- Statement of Work.

A: Firm all inclusive prices for Initial Contract Period

Table 1 - Initial Contract Year One – From Contract Award to March 31, 2017				
Description of Requirement (Course)	Quantity (A)	Unit of Measure	Firm, all-inclusive price per course (B)	Extended Price (C=A*B)
1 3 days Course to deliver CISM training to DFO Staff of up to 30 people. One course in April & November 2016.	2	Per course	\$ _____	\$ _____
Subtotal				\$ _____
Taxes: _____%GST _____%HST				\$ _____

Table 2 - Initial Contract Year One – From Contract Award to March 31, 2017		
Description of Requirement (Consultation)	Unit of Measure	Firm, all-inclusive price
2 Professional Consultation/Advisory Services via telephone as per Statement of Work – Annex A	Per 30 minutes*	\$ _____ Taxes: \$ _____
3 Professional Consultation/Advisory Services via face to face as per Statement of Work – Annex A	Hourly	\$ _____ Taxes: \$ _____

*Per 30 minutes (if less than 30 minutes, 30 minutes applies)

Table 3 - Initial Contract Year One – From Contract Award to March 31, 2017			
Description of Requirement (24 hour 1-800 response number)	Quantity	Unit of Measure	Firm, all-inclusive price
1 24 hours 1-800 bilingual response number to provide guidance, support, and counsel including service to the hearing impaired.	1	Each	\$ _____
Subtotal			\$ _____
Taxes: _____%GST _____%HST			\$ _____



B- Firm all inclusive prices for Optional Year Periods

Table 4 – Optional Year One – From April 1, 2017 to March 31, 2018				
Description of Requirement (Course)	Quantity (A)	Unit of Measure	Firm, all-inclusive price per course (B)	Extended Price (C=A*B)
1 3 days Course to deliver CISM training to DFO Staff of up to 30 people. One course in April & November 2017.	2	Per course	\$ _____	\$ _____
Subtotal				\$ _____
Taxes: _____%GST _____%HST				\$ _____

Table 5 – Optional Year One – From April 1, 2017 to March 31, 2018		
Description of Requirement (Consultation)	Unit of Measure	Firm, all-inclusive price
1 Professional Consultation/Advisory Services via telephone as per Statement of Work – Annex A	Per 30 minutes*	\$ _____ Taxes: \$ _____
2 Professional Consultation/Advisory Services via face to face as per Statement of Work – Annex A	Hourly	\$ _____ Taxes: \$ _____

*Per 30 minutes (if less than 30 minutes, 30 minutes applies)

Table 6 – Optional Year One – From April 1, 2017 to March 31, 2018			
Description of Requirement (24 hour 1-800 response number)	Quantity	Unit of Measure	Firm, all-inclusive price
1 24 hours 1-800 bilingual response number to provide guidance, support, and counsel including service to the hearing impaired.	1	Each	\$ _____
Subtotal			\$ _____
Taxes: _____%GST _____%HST			\$ _____



Table 7 – Optional Year Two – From April 1, 2018 to March 31, 2019					
Description of Requirement		Quantity (A)	Unit of Measure	Firm, all-inclusive price per course (B)	Extended Price (C=A*B)
1	3 days Course to deliver CISM training to DFO Staff of up to 30 people. One course in April & November 2018.	2	Per course	\$ _____	\$ _____
				Subtotal	\$ _____
				Taxes: _____%GST _____ %HST	\$ _____

Table 8 - Optional Year Two – From April 1, 2018 to March 31, 2019				
Description of Requirement		Unit of Measure	Firm, all-inclusive price	
1	Professional Consultation/Advisory Services via telephone as per Statement of Work – Annex A	Up to 30 minutes	\$ _____	
2	Professional Consultation/Advisory Services via telephone and face to face as per Statement of Work – Annex A	Hourly	\$ _____	
			Subtotal	\$ _____
			Taxes: _____%GST _____ %HST	\$ _____

*Per 30 minutes (if less than 30 minutes, 30 minutes applies)

Table 9 – Optional Year Two – From April 1, 2018 to March 31, 2019				
Description of Requirement (24 hour 1-800 response number)		Quantity	Unit of Measure	Firm, all-inclusive price
1	24 hours 1-800 bilingual response number to provide guidance, support, and counsel including service to the hearing impaired.	1	Each	\$ _____
			Subtotal	\$ _____
			Taxes: _____%GST _____ %HST	\$ _____



For the provision of all professional services, including all associated costs necessary to carry out the required work described in the Statement of Work in Annex "A" for Initial Firm Period Contract and Optional Years;

- Prices are firm.
- Prices are in Canadian Dollars.
- Prices exclude GST/HST; GST/HST will be added as a separate item, on any invoice issued as a result of a Contract.



ANNEX "C" – INSURANCE CONDITIONS

Insurance - Medical Malpractice Liability Insurance G2004C (2008-05-12)

1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defense costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Commercial General Liability Insurance G2001C (2014-06-26)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.



- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to



by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX “D” – EVALUATION CRITERIA AND BASIS OF SELECTION

MANDATORY CRITERIA:

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 bidder must 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

	Mandatory Requirement	Location in Proposal / CV (to be completed by Bidder)	Meet Criteria (for DFO use)	Doesn't meet Criteria (for DFO use)	Comments (for DFO use)
M1	The Bidder MUST provide a detailed curriculum vitae (CV) for the proposed resource named in the proposal including: <ul style="list-style-type: none"> • Proof of educational and professional designation attainments, and all other academic credentials. • A detailed description of previous work experience in a large decentralized organization responding to critical incidents in an operational peer team based environment. • Demonstrating having a minimum 5 years Clinical Psychotherapy experience. • Demonstrate how the MHP's is staying current in the CISM field; 				
M2	The Proposed Resource must demonstrate having a Minimum of Master's level education in one of the following: Counselling Psychology, Clinical Psychology, Social Psychology.				
M3	The Proposed Resource must provide proof of Professional Association Registration as a member of BCACC, College of Psychologists, College of Social Work.				
M4	The Proposed Resource must provide a copy of certificate of CISM training from ICISF or other recognized institution for the Mental Health Professional proposed to provide the CISM service.				
M5	The Proposed Resource must provide proof of membership in a Professional Trauma Association or Network, such as ICISF or other recognized trauma associations.				
M6	The Proposed Resource must demonstrate having a minimum of 4 years' experience working with a CIS Peer Team Program.				



	Mandatory Requirement	Location in Proposal / CV (to be completed by Bidder)	Meet Criteria (for DFO use)	Doesn't meet Criteria (for DFO use)	Comments (for DFO use)
M7	The Bidder must provide proof of capability to provide advanced level bilingual service via telephone on a 24-hour basis, including service to the hearing impaired.				
M8	The Bidder must demonstrate having access to a network of qualified professional counsellors (minimum master's degree level of training-education with CISM-specific training) capable of providing CISM services throughout British Columbia and the Yukon in advanced English and French. Specify specific locations where CISM-trained counsellors are available and a means for addressing remote locations, if necessary.				

Note: References may be contacted by email to verify the information provided.



ANNEX “E” LANGUAGE PROFICIENCY GRID

LANGUAGE PROFICIENCY GRID			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.