



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

Bid Receiving/Réception des soumissions

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

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition 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).

Comments: - Commentaries :

<b>Title – Sujet</b> Stream to Sea Program Delivery and Education Coordination Services – Sunshine Coast		<b>Date</b> July 28, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160290B		
<b>Client Reference No. - No. de référence du client</b>		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT(Atlantic Daylight Time)  <b>On / le :</b> August 16, 2016		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kimberly Walker <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

Table of Contents

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS .....3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS .....3

1.4 PROCUREMENT OMBUDSMAN .....3

**PART 2 - BIDDER INSTRUCTIONS ..... 3**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....3

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....5

2.5 APPLICABLE LAWS.....5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 5**

3.1 BID PREPARATION INSTRUCTIONS .....5

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....7

**PART 5 - CERTIFICATIONS..... 9**

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS REQUIRED WITH THE BID.....9

**PART 6 - RESULTING CONTRACT CLAUSES ..... 11**

6.1 SECURITY REQUIREMENTS .....11

6.2 STATEMENT OF WORK.....11

6.3 STANDARD CLAUSES AND CONDITIONS.....11

6.4 TERM OF CONTRACT .....11

6.5 AUTHORITIES .....12

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....12

6.7 PAYMENT .....13

6.8 INVOICING INSTRUCTIONS .....13

6.9 CERTIFICATIONS .....13

6.10 APPLICABLE LAWS.....14

6.11 PRIORITY OF DOCUMENTS .....14

6.12 PROCUREMENT OMBUDSMAN .....14

6.13 INSURANCE - SPECIFIC REQUIREMENTS G1001C (2013-11-06) .....14

6.14 SACC MANUAL CLAUSES .....15

**ANNEX "A" STATEMENT OF WORK ..... 16**

**ANNEX "B" BASIS OF PAYMENT ..... 19**

**ANNEX "C" – APPENDIX 1 ..... 20**

**ANNEX "D" – APPENDIX 2..... 20**

**ANNEX "E" EVALUATION CRITERIA ..... 22**



## REISSUE OF A BID SOLICITATION

**This bid solicitation cancels and supersedes previous bid solicitation number F5211-160290 dated June 9, 2016 with a closing of June 28, 2016 at 14:00 Atlantic time. 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 Annex A 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](mailto: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](http://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)* (<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 \(2015-07-03\)](#) 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.

## 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 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites



as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in 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 hard copies **OR** one soft copy in PDF format)

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



**Section III: Certifications** (one hard copies **OR** one 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)**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.

**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 see Annex E for details

##### 4.1.1.2 Point Rated Technical Criteria

Please see Annex E for details

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

SACC Manual Clause ([A0027T](#)) (2012-07-16)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **53** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **75** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).



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**Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	63/100	89/100	92/100	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	63/100 x 70 = 44.1	89/100 x 70 = 62.3	92/100 x 70 = 64.4
	<b>Pricing Score</b>	45/55 x 30 = 24.5	45/50 x 30 = 27	45/45 x 30 = 30
<b>Combined Rating</b>	68.6	89.3	94.4	
<b>Overall Rating</b>	3rd	2nd	1st	





## **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**

#### **5.1.1 Certifications Precedent to Contract Award**

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.

##### **5.1.1.1 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](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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



**5.1.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

**5.1.2.1 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.2.2 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

[2010C \(2015-09-03\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from on or about September 1, 2016 through to July 31, 2017 inclusive. (August 1, 2017 – July 31, 2018)

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year period 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 10 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: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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

The Project Authority for the Contract is: **(name to be provided at contract award)**

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 to be provided at contract award)

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 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*) 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 Price

SACC Manual clause [C6000C \(2011-05-06\)](#) Limitation of Price

### 6.7.3 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.

## 6.8 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](mailto: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 2010C (2015-07-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Appendix 1;
- (f) Annex D, Appendix 2.

#### **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](mailto: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](http://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 (2013-11-06)**

The Contractor must comply with the insurance requirements specified in Commercial General Liability Insurance G2001C (2014-06-26). 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.

**6.14 SACC Manual Clauses**

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



## ANNEX "A" STATEMENT OF WORK

**TITLE:** Stream to Sea Program Delivery and Coordination Services - Sunshine Coast

### CONTRACT DURATION

Start Date: September 1, 2016

End Date: July 31, 2017

Contract will be for one year with option to amend for one additional year at the discretion of Fisheries and Oceans Canada. (August 1, 2017 – July 31, 2018)

### 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:

- Sunshine Coast

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.



**ANNEX "B" BASIS OF PAYMENT**

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

Invoice Date	15 September	1 November	1 February	1 May	Total
1 Sept 2016 – 31 July 2017					
Invoice Date	1 September	1 November	1 February	1 May	Total
1 august 2017 – 31 July 2018					



**ANNEX “C” – APPENDIX 1**

**SUNSHINE COAST**

**LOCATION OF WORK – Sunshine Coast and Powell River**

**SCOPE OF WORK**

<b>Activity</b>	<b>Timing/Level of Effort (hrs.)</b>	<b>Project Location/Tasks</b>	<b>DFO Resource Materials</b>	<b>Deliverable and Reporting</b>
Equipment Maintenance and coordination	September 2016 (August 2017) – June (20 hrs)	Trouble shooting and maintenance for teachers		School aquaria inventory
Coordinate and assist with set up of Classroom Incubators	Dec-Jan. (280 hrs)	Coordinate which schools are involved, what supplies are needed, what resources are needed, background information for new participants, contact information sharing Background of program	Classroom aquaria and all related equipment. BMPs and PAR licences.  Stream to Sea Guidance document, Salmonids in the Classroom and Stream keepers Manuals and supporting materials and equipment.  Storm drain marking equipment.  Teacher contact list.	Number of classroom visits, presentations provided, summary of aquaria operations.  Release data by school district
Deliver eyed eggs	January (35 hrs)		Eyed eggs	
Conduct fish dissections	February (35 hrs)		Dissection fish	

**SCOPE OF WORK cont'd**

<b>Activity</b>	<b>Timing/Level of Effort (hrs.)</b>	<b>Project Location/Tasks</b>	<b>DFO Resource Materials</b>	<b>Deliverable and Reporting</b>
Develop and provide a fry release session	April/May (50 hrs)	Topic may be one of the following- aquatic ecosystems, sustainability, stream to sea migration and habitat requirements for salmon.		
Year end	June			Number of



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reporting	(24hrs)			classes involved, programs delivered brood summary report
Stream to Sea Program Survey	June (4 hours)	Complete survey provided by DFO Communications.		



**ANNEX "D" – APPENDIX 2**

**SUNSHINE COAST**

**STREAM TO SEA SCHOOLS AND COMMUNITY GROUPS**

<b>Lower Coast</b> (schools vary from year to year)	Roberts Creek Elem.
	Gibsons Elem.
	Langdale Elem.
	Cedar Grove
	Kinnickinnick
	Madiera Park
	Davis Bay Elem.
	Halfmoon Bay
<b>Powell River</b> (schools vary from year to year)	Kelly Creek Elem.
	Westview Elem.
	James Thompson
	Henderson Elem.
	Edgehill Elem.
Assumption	



**ANNEX "E" EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

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

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

Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
<b>M1</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)		
<b>M2</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: <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>R 1</b> Demonstrate recent experience (within last 5 years) with teaching 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 (75) and cost (25) shall be selected and awarded the contract.

**\*Bidders may submit for more than one area of selection; however, they need to submit a proposal for each area.**