



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

Bid Receiving/Réception des
sousmissions

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).

| | | |
|---|---|--|
| Title – Sujet Biological and Technical Support Services - Central West Coast Vancouver Island | | Date August 9, 2019 |
| Solicitation No. – N° de l'invitation F5211-190282 | | |
| Client Reference No. - No. de référence du client F1477-190033 | | |
| Solicitation Closes – L'invitation prend fin At / à : 14:00 ADT(Atlantic Daylight Time) On / le : August 26, 2019 | | |
| F.O.B. – F.A.B Destination | GST – TPS See herein — Voir ci- inclus | Duty – Droits See herein — Voir ci-inclus |
| Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus | | |
| Instructions See herein — Voir ci-inclus | | |
| Address Inquiries to – Adresser toute demande de renseignements à Morgan Marchand Senior Contracting Officer Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca | | |
| Delivery Required – Livraison exigée See herein — Voir ci-inclus | Delivery Offered – Livraison proposée | |
| Vendor Name, Address and Representative – Nom du vendeur, 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 (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) | | |
| Signature | Date | |



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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 \$25,300 for goods and under \$101,100 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) (<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 \(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 seven (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.

2.4 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 soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information 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 C for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex C for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price -Canadian / Foreign Bidders

4.2 Basis of Selection

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

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 **35** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **80** points.
2. Bids not meeting "(a), (b), and (c)" 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 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|---|------------------------------|---------------------------|---------------------------|---------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 63/100 | 89/100 | 92/100 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $63/100 \times 70 = 44.1$ | $89/100 \times 70 = 62.3$ | $92/100 \times 70 = 64.4$ |
| | Pricing Score | $45/55 \times 30 = 24.5$ | $45/50 \times 30 = 27$ | $45/45 \times 30 = 30$ |
| Combined Rating | | 68.6 | 89.3 | 94.4 |
| Overall Rating | | 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 Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award

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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.1.2.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.4 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

5.3 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.

Signature

Date

Printed Name



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.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to July 31, 2020 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 1 year periods 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 15 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: Morgan Marchand
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-440-9240
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

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

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone : _____
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 : _____
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 hourly rate, as specified in Annex B for a cost of \$ _____ *(insert the amount at contract award)*. Customs duties are included, and Applicable Taxes are extra.

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.

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

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);



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
AP coder: *(name to be provided at contract award)*

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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix A-1 South Vancouver Island Stream to Sea Schools;
- (e) Appendix A-2 Scope of Work, Resource Material and Deliverables;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*).



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 G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ANNEX "A" STATEMENT OF WORK

TITLE Biological and Technical Support Services - Central West Coast Vancouver Island

CONTRACT DURATION

Contract will be for one year with option to amend for two additional years at the discretion of Fisheries and Oceans Canada.

BACKGROUND

Fisheries and Oceans Canada's Salmonid Enhancement Program (SEP) delivers the Community Involvement Program (CIP) with the intent of providing technical support to salmon enhancement projects and habitat enhancement /restoration projects undertaken by local community groups and volunteers. SEP also 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 assist in the delivery of the Stream to Sea Program and to provide biotechnical support and assistance to CIP community groups to ensure CIP projects are carried out in a technically sound manner.

Fisheries and Oceans, Canada, requires contractors to provide bio-technical support to CIP projects and community groups as defined by the Community Advisor for each of the following geographic areas:

- Central West Coast Vancouver Island

SERVICES REQUIRED AND CONDITIONS OF WORK

Bio-technical support is required year round and duties vary by season and geographic area. Bio-technical services will be defined on a project specific basis through the development of work plan details using the information provided by geographic area in Appendix 1 (Scope of Work). The Contractor will work with the Community Advisor(s), to provide technical support to CIP projects. Please note that work priorities can change quickly, often on short notice, due to weather, fish availability and other factors beyond the control of the Community Advisor.

General contract activities include, but are not limited to:

- **Fish Production:** collecting broodstock, spawning and incubation, hatchery rearing of juvenile salmon , operating sea pens, and providing fish culture support to CIP hatcheries
- **Restored/ Enhanced Habitat:** conducting fry salvage programs, riparian planting and management, water quality and temperature monitoring, habitat surveys and mapping, and habitat restoration
- **Salmon Stock Assessment:** including juvenile salmon counting programs, juvenile salmon density inventories, hydraulic sampling programs, sampling for biological traits, and adult escapement assessment
- **Education and Awareness:** providing classroom sessions, hosting educational field trips, developing and delivering educational programs, participating in trade shows/education fairs/community events
- **Administration:** providing support to CIP participants on project development and implementation, project funding applications and report writing



RESOURCE REQUIREMENTS

The Contractor is expected to provide the following resources:

- A vehicle suitable for transporting equipment and accessing field sites often accessed via logging roads
- Personal field gear

LOCATION OF WORK

The majority of the contractor activities are based in the field. The Contractor must be prepared to work outside in all weather conditions, in isolated areas 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 "Community Involvement Projects."

LANGUAGE OF WORK

Services provided under this contract are required in the English Language.

TRAVEL AND LIVING EXPENSES

There is no travel for this requirement.

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, community project or field 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 consult with the Community Advisor prior to advancing or supporting enhancement, assessment, or restoration initiatives or strategies suggested by CIP partners. The Contractor is required to contact the Community Advisor prior to providing technical support on project or CIP issues.

The Contractor is responsible for ensuring that fish culture practices are consistent with the requirements of the Pacific Aquaculture Regulations (PAR) Community Enhancement license conditions for the facility. The Contractor must be aware of egg and release targets for each community hatchery they provide support to. Deviations from targets identified in the Facility Production Plan must be reported immediately to the Community Advisor. The Contractor will provide support to CIP salmon enhancement project groups for biological data collection and record keeping in a manner consistent with the Community Enhancement Best Management Practices and will follow DFO standards and guidelines associated with fish production, as well as BC Aquaculture Regulations Policies as applicable to CIP salmon enhancement projects.

The Contractor is responsible for providing the Community Advisor with Brood Summary data as it pertains to the 'License 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 community partners with CIP direction, advice and support as it pertains to salmon enhancement activities, and project development associated with salmon stock assessment and salmon habitat enhancement and/or restoration.

The Community Advisor is responsible for providing and familiarizing the Contractor with the PAR Community Enhancement license for projects the Contractor will support. The Community Advisor is responsible for ensuring that the PAR Community Enhancement license 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 Salmonids in the Classroom Manuals, DFO biological guidelines and policies and equipment that are required to fulfill contract objectives. Details are provided in Appendix A-2.

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 A-2. Note, estimates are provided with the intent of ensuring flexibility in program delivery; therefore, effort towards a given activity may vary from year to year and will be discussed with the Contractor.



APPENDIX A-1

Central West Coast Vancouver Island

Community Involvement Program Projects

- Alberni Valley Enhancement Association
- Central Westcoast Forest Society
- Huu-ay-aht First Nation
- Tla-o-qui-aht Tribal Park
- Tofino Salmon Enhancement Society
- Raincoast Streamkeepers (formerly Tofino Streamkeepers)
- Thornton Creek Volunteer Group
- West Coast Aquatic
- Ucluelet Aquarium Society



APPENDIX 1 A-2 Scope of Work, Resource Material and Deliverables

CENTRAL WEST COAST VANCOUVER ISLAND

Biological and Technical Support Services

Location Of Work: All watersheds draining west from Nitinat Lake north to Estevan Point, including Barkley Sound and Clayoquot Sound.

| Activity | Timing/Level of Effort (hrs) | Tasks | DFO Resource Materials | Deliverable and Reporting |
|----------------------------------|------------------------------|--|--|--|
| Fish Production | Oct – May (125-250) | Assist PIP groups with broodstock capture, sampling, egg takes, incubation, inventory, rearing, marking and release. | Pacific Aquaculture Regulation Licenses Community Involvement Program Best Management Practices Guide Brood Summary Report All related equipment and chemicals will be supplied by DFO or PIP groups. | Bi-weekly progress reports Brood Summary Report to be submitted to PA |
| Habitat Enhancement/ Restoration | Apr – Nov (45- 120 hrs) | Assist with stream surveys and recommendation of restoration projects. Assist community groups with implementation of habitat enhancement/restoration projects. Monitor habitat restoration projects implemented by CIP program. | Section 9 approvals, engineering support, funding. Stream survey equipment and data record sheets. | Submission of raw data sheets and summary of stream survey data. Monthly Progress Report to include recommendations for restoration projects and monitoring results from habitat restoration projects. |
| Salmon Stock Assessment | Sept – Jun (70-150 hrs) | Assist with escapement enumeration including visual surveys (streamwalks and river swims) and adult counting fences. Assist with juvenile stock assessment for species composition, densities, and size. Assist smolt traps on Kitsuksis Creek, Cherry Creek and other traps as needed for species composition and CPUE. | Equipment and data record sheets to be provided by PA and/or CIP groups. CIP groups may hold a sampling permit. If not, the contractor is required to obtain the appropriate permits. | Bi-weekly progress reports to include adult counts. Submission of raw data sheets for adult and juvenile enumeration projects. Juvenile enumeration data to be provided in monthly progress reports. |



| | | | | |
|---|------------------------------------|--|---|--|
| <p>Public Education and Awareness</p> | <p>Apr – Sept (5 - 20 hrs)</p> | <p>Activities vary and depend upon requests/needs, but may include: Assist and organize public awareness events (e.g. Rivers Day), school and/or public education field activities (e.g. beach seines, fish releases etc.), Streamkeepers training, storm drain marking.</p> | <p>Resource materials and presentations, display boards, both space. Storm drain marking equipment. Field equipment such as beach seines will be supplied by DFO.</p> | <p>Monthly progress report to include information regarding the type of event, location, number of people attending, most common comments, questions and concerns. If participating in fish release, brood summary report is required.</p> |
|---|------------------------------------|--|---|--|



ANNEX "B" BASIS OF PAYMENT

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

| Initial Contract Period: Date of award – July 31, 2020 | | | | |
|---|----------------------------------|--|-------------|--|
| No. | Activity | Estimated* Maximum Level of Effort (hours) | Hourly Rate | All-Inclusive Maximum Total Cost |
| 1. | Fish Production | 250 | \$_____ | \$_____ |
| 2. | Habitat Enhancement/ Restoration | 120 | \$_____ | \$_____ |
| 3. | Salmon Stock Assessment | 150 | \$_____ | \$_____ |
| 4. | Public Education and Awareness | 20 | \$_____ | \$_____ |
| Sub Total | | | | \$_____ |
| Applicable taxes | | | | \$_____ |
| All-Inclusive Maximum total Cost | | | | \$_____ |

*** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.**

| Option Period 1: August 1, 2020 – July 31, 2021 | | | | |
|--|----------------------------------|--|-------------|--|
| No. | Activity | Estimated* Maximum Level of Effort (hours) | Hourly Rate | All-Inclusive Maximum Total Cost |
| 1. | Fish Production | 250 | \$_____ | \$_____ |
| 2. | Habitat Enhancement/ Restoration | 120 | \$_____ | \$_____ |
| 3. | Salmon Stock Assessment | 150 | \$_____ | \$_____ |
| 4. | Public Education and Awareness | 20 | \$_____ | \$_____ |
| Sub Total | | | | \$_____ |
| Applicable taxes | | | | \$_____ |
| All-Inclusive Maximum total Cost | | | | \$_____ |

***The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.**



| Option Period 2: August 1, 2021 – July 31, 2022 | | | | |
|--|----------------------------------|--|-------------|--|
| No. | Activity | Estimated* Maximum Level of Effort (hours) | Hourly Rate | All-Inclusive Maximum Total Cost |
| 1. | Fish Production | 250 | \$_____ | \$_____ |
| 2. | Habitat Enhancement/ Restoration | 120 | \$_____ | \$_____ |
| 3. | Salmon Stock Assessment | 150 | \$_____ | \$_____ |
| 4. | Public Education and Awareness | 20 | \$_____ | \$_____ |
| Sub Total | | | | \$_____ |
| Applicable taxes | | | | \$_____ |
| All-Inclusive Maximum total Cost | | | | \$_____ |

*** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.**



ANNEX "C" 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.

Your tender submission MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your tender submission.

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

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



RATED REQUIREMENTS

| No. | Point Rated Technical Criteria | Proposal Page No. | Minimum Points Required | Points Obtained |
|---|--|-------------------|-------------------------|-----------------|
| R1 | <p>The bidder should demonstrate using project descriptions, recent experience (within last 10 years) with projects involving salmon enhancement and fish culture.</p> <p>5 points awarded for each project provided to demonstrate this experience</p> <p>(35 points max)</p> | | 15 | |
| R2 | <p>The bidder should demonstrate using project descriptions, recent experience (within last 10 years) with projects involving salmon habitat enhancement and restoration.</p> <p>5 points awarded for each project example provided to demonstrate this experience</p> <p>(15 points max)</p> | | 5 | |
| R3 | <p>The bidder should demonstrate recent experience (within the past five (5) years) and familiarity with;</p> <ul style="list-style-type: none"> • community groups– 5 points • volunteers– 5 points • First Nations– 5 points • and students– 5 points <p>(20 points max)</p> | | 10 | |
| R4 | <p>The bidder should have experience (within the last 10 years) with salmon stock assessment projects.</p> <p>5 points awarded for each project example provided to demonstrate this experience</p> <p>(10 points max)</p> | | 5 | |
| Total Score (minimum score of 35 points is required) | | | /80 | |



ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);