



**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 à : 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 / Titre Stream to Sea Program Delivery and Coordination Services – Sunshine Coast		Date July 12, 2021
Solicitation No. / N° de l'invitation 30000841		
Client Reference No. / No. de référence du client(e) 30000841		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : July 28, 2021		
F.O.B. / F.A.B. Destination	Taxes 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 : Claire Lavoie – Procurement Officer Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci		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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS..... 3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 4

2.2 SUBMISSION OF BIDS 4

2.3 ENQUIRIES - BID SOLICITATION 4

2.4 APPLICABLE LAWS 4

2.5 BID CHALLENGE AND RECOURSE MECHANISMS 5

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS..... 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 8

4.1 EVALUATION PROCEDURES 8

4.2 BASIS OF SELECTION 8

PART 5 - CERTIFICATIONS..... 10

5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 10

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 10

5.3 FORMER PUBLIC SERVANT 12

5.4 ELECTRONIC PAYMENT INSTRUMENTS..... 13

PART 6 - RESULTING CONTRACT CLAUSES 15

6.1 SECURITY REQUIREMENTS 15

6.2 STATEMENT OF WORK..... 15

6.3 STANDARD CLAUSES AND CONDITIONS 15

6.4 TERM OF CONTRACT 16

6.5 AUTHORITIES 16

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 17

6.7 PAYMENT 17

6.8 INVOICING INSTRUCTIONS..... 19

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION 19

6.10 APPLICABLE LAWS 19

6.11 PRIORITY OF DOCUMENTS 19

6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)..... 19

6.13 INSURANCE - G1005C (2016-01-28)..... 19

6.14 DISPUTE RESOLUTION..... 20

ANNEX "A" STATEMENT OF WORK..... 21

APPENDIX A-1..... 24

APPENDIX A-2 26

ANNEX "B" BASIS OF PAYMENT 27

ANNEX "C" EVALUATION CRITERIA 29



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted 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 **British Columbia**.



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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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)

Section IV: Additional Information (one soft copy in PDF format)

Important Note:

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 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. Emails with links to bid documents will not be accepted.

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 in Annex "B"

3.1.1 Exchange Rate Fluctuation

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

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule 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.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Activity	All-inclusive fixed Hourly Rate	Estimated Level of Effort. Award to	Total
	(A)	(Hours) (B)	(A x B) = (C) (C)
Equipment maintenance and program coordination	\$ _____	90 hours	\$ _____
Coordinate and assist with incubator set up	\$ _____	180 hours	\$ _____
Deliver eyed eggs	\$ _____	80 hours	\$ _____
Fish Dissections	\$ _____	112 hours	\$ _____
Develop and deliver fry release sessions	\$ _____	112 hours	\$ _____
Reporting and survey	\$ _____	16 hours	\$ _____
Total Evaluated Price from contract award date to _____			\$ _____



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

Refer to Annex "C" for details

4.1.1.2 Point Rated Technical Criteria

Refer to Annex "C" for details

4.1.2 Financial Evaluation

The maximum funding available for the Contract resulting from the bid solicitation is \$16,000.00 (Applicable Taxes extra) for year one only. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

1. To be declared responsive, a bid must: 06-26)
 - 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 **65 points**.
2. Bids not meeting (a) or (b) or (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 **80%** for the technical merit and **20%** 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 divided by the maximum number of points available multiplied by the ratio of **80%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **20%**.
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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will 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 as part of 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 and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below 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

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

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

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

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



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

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: 2019-01 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.

5.4 Electronic Payment Instruments

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

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

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



ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



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 the 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

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.

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

6.3.1.1 [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2020-05-28), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with 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 31st, 2022.

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: Claire Lavoie
Title: Procurement Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive
Fredericton, NB
E3C 2M6
Telephone: 506-282-2340
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: *(to be inserted 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

The Contractor's Representative for the Contract is: *(to be inserted 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

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 \$ _____ *(To be inserted 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.

6.7.2 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 Methods of Payment

6.7.3.1 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. 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: DFO.invoicing-facturation.MPO@canada.ca

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix A-1 Location of Work and Scope of Work;
- (e) Appendix A-2 Sunshine Coast – Powell River Stream to Sea Schools;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated _____ (to be inserted at the time of contract award)

6.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

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.



6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A"
STATEMENT OF WORK

1. TITLE:

Stream to Sea Program Delivery and Coordination Services – Sunshine Coast

2. 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.

3. 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:

a. 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:

- b. **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.
- c. **Classroom Presentations:** providing presentations and demonstrations to students and educators based on the DFO Stream to Sea Program resources for educators. Providing sessions for teacher groups to inform teachers about Fisheries and Oceans Educational resources.
- d. **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*.

4. RESOURCE REQUIREMENTS

The Contractor is expected to provide the following resources:

- a. A vehicle suitable for transporting equipment
- b. Personal field gear
- c. Cell phone for communicating with teachers and DFO staff

5. 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.

The contractor may be required to find occasional overnight accommodation in either the Powell River or lower Sunshine Coast area due to work priorities and ferry schedules.

6. LANGUAGE OF WORK

Services provided will be in English.

7. TRAVEL AND LIVING EXPENSES

There is no travel for this requirement. The contractor is required to provide their own transportation and living expenses within the contract parameters.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

There is no Intellectual Property for this contract.

9. 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 Community Involvement Program Best Management Practises.

The contractor is responsible for providing the Community Advisor with brood summary data.

10. 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 approving templates for biological record keeping.

The Community Advisor is responsible for providing 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 A-2.

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

11. LEVEL OF EFFORT

The level of effort is estimated for each geographic area and project activity in Appendix A-2.

12. VULNERABLE SECTOR CHECK

DFO's Stream to Sea Program is a Pacific salmon education program primarily for school aged children. The contractor may occasionally be alone for brief periods of time with school children in classrooms or on field trips. The Contractor will be required to undergo a Vulnerable Sector Check by the local Police service and submit the final document to the Project Authority prior to the beginning of the school year in September.



APPENDIX A-1

SUNSHINE COAST

LOCATION OF WORK – School District 46 (Sunshine Coast) and SD 47 (Powell River). The contractor is expected to spend roughly equal amounts of time in the Powell River and lower Sunshine Coast areas.

SCOPE OF WORK

Activity	Timing/Level of Effort (hrs)	Tasks	DFO Resource Materials	Deliverable and Reporting
Equipment maintenance, inventory and coordination	August – June (90 hrs)	Equipment preparation, equipment delivery to schools, maintenance, inventory, preparation and storage		School aquaria and chiller inventory and maintenance lists
Planning, coordination and assistance with Classroom Incubators and Stream to Sea Program sessions	Dec-Jan. (180 hrs)	Coordinate classroom aquariums and presentations with all schools including supplies, resources, provide background information on Stream to Sea Program for new participants, conduct classroom presentations on salmon during egg delivery or other times.	Classroom aquaria and all related equipment. BMPs; Stream to Sea Guidance document, Salmonids in the Classroom and Stream keepers Manuals and supporting materials and equipment. Teacher contact list.	Number of classroom visits, presentations provided, summary of aquaria operations. Fry release data by school district
Deliver eyed eggs	January (80 hrs)	Deliver eyed eggs to schools from Powell River and Chapman Creek Hatcheries; presentations on salmon biology during deliveries	Eyed eggs	
Planning, coordinating and conducting fish dissections or training teachers on how to do fish dissections	February (112 hrs)	Coordinate source of salmon carcasses, freezing and thawing carcasses, conducting salmon dissections, conducting an in-service session for teachers on fish dissections at a Professional Development Day	Dissection fish	
Planning, coordinating, developing and	April/May (112 hrs)	Participating in some fry release sessions. Presentation of salmon		



Activity	Timing/Level of Effort (hrs)	Tasks	DFO Resource Materials	Deliverable and Reporting
delivering fry release sessions		related educational themes.		
Year end reporting	June (16 hrs)	Provide data on salmon eggs in schools; sources, survival and release numbers; annual report on activities	Report templates provided by DFO;	Number of classes involved, programs delivered brood summary report, annual report on activities.



APPENDIX A-2

**SUNSHINE COAST- POWELL RIVER
STREAM TO SEA SCHOOLS**

SD 46 (Sunshine Coast)	Roberts Creek Elementary.
	Gibsons Elementary
	Langdale Elementary
	Cedar Grove Elementary
	Kinnickinnick Elementary
	Madiera Park Elementary
	Davis Bay Elementary
	Halfmoon Bay Elementary
	West Sechelt Elementary
	Pender Harbour Elementary Secondary
	Ravens Cry Museum- shishálh Nation
SD 47 (Powell River)	Kelly Creek Community School
	Westview Elementary
	James Thompson Elementary
	Henderson Elementary
	Edgehill Elementary
	Assumption School
	L'école de cote de sol
Powell River Christian School	



ANNEX "B"
BASIS of PAYMENT

For the provision of all professional services, including all associated costs (including mileage, fuel, overnight accommodation and ferry fares) necessary to carry out the required work

A Initial Contract Period: Date of award – July 31, 2022				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Equipment maintenance and program coordination	90	\$ _____	\$ _____
2.	Coordinate and assist with incubator set up	180	\$ _____	\$ _____
3.	Deliver eyed eggs	80	\$ _____	\$ _____
4.	Fish Dissections	112	\$ _____	\$ _____
5.	Develop and deliver fry release sessions	112	\$ _____	\$ _____
6.	Reporting and survey	16	\$ _____	\$ _____
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.*

B First Option Period: August 1, 2022 – July 31, 2023				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Equipment maintenance and program coordination	90	\$ _____	\$ _____
2.	Coordinate and assist with incubator set up	180	\$ _____	\$ _____
3.	Deliver eyed eggs	80	\$ _____	\$ _____
4.	Fish Dissections	112	\$ _____	\$ _____
5.	Develop and deliver fry release sessions	112	\$ _____	\$ _____
6.	Reporting and survey	16	\$ _____	\$ _____
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.**

C Second Option Period: August 1, 2023– July 31, 2024				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Equipment maintenance and program coordination	90	\$ _____	\$ _____
2.	Coordinate and assist with incubator set up	180	\$ _____	\$ _____
3.	Deliver eyed eggs	80	\$ _____	\$ _____
4.	Fish Dissections	112	\$ _____	\$ _____
5.	Develop and deliver fry release sessions	112	\$ _____	\$ _____
6.	Reporting and survey	16	\$ _____	\$ _____
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.**

For Evaluation Purposes Only	Total evaluated price
Table A \$ _____ + Table B \$ _____ + Table C \$ _____ =	\$ _____



**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 • sufficient information to enable technical evaluation of the rated requirements 		



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 the last 5 years) with delivering classroom presentations <u>or</u> training teachers to deliver environmental education programs to elementary and high school students.</p> <p>5 points awarded for each project provided to demonstrate this experience</p> <p>(10 points max)</p>		5/10	
R2	<p>The bidder should indicate an understanding of the requirements of the job, and provide a summary of the intended approach delivery and coordination of activities described in the scope of work through the lens of salmon life history and their habitat requirements.</p> <p>5 points for providing and understanding of the requirements 5 points for providing the summary of intended approach 5 points for providing a description of the coordination of activities</p> <p>(15 points max)</p>		10/15	
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 • teachers– 5 points • indigenous groups– 5 points • students– 5 points <p>(20 points max)</p>		10/20	
R4	<p>The bidder should have experience with the technical aspects associated with the operation and maintenance of salmonid in the classroom incubators (aquaria).</p> <p>Each project cited to demonstrate this experience should include; the maintenance and set up incubation units, teacher training for new and returning teachers, set-up of classroom incubation units, teacher support, and fry release protocols.</p> <p>5 points awarded for each project example provided to demonstrate this experience</p> <p>(20 points max)</p>		10/20	
Total Score (minimum score of 35 points is required)			/65	

