



**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 – Southern Vancouver Island		Date July 29, 2021
Solicitation No. / N° de l'invitation 30000974		
Client Reference No. / No. de référence du client(e) 30000974		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : August 13, 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	



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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 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>) 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"

3.1.2 Exchange Rate Fluctuation

[C3010T \(2013-11-06\), Exchange Rate Fluctuation Risk Mitigation](#)

3.1.3 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:

No.	Activity	Estimated Maximum Level of Effort (hours) (A)	All- Inclusive fixed Hourly Rate (B)	All-inclusive Maximum Total Cost (A X B) = (C)
1.	Classroom Incubation Program	900	\$ _____	\$ _____
2.	Professional Development/Education/Community Outreach and Liaison	400	\$ _____	\$ _____
3.	Storm Drain Marking Activities	150	\$ _____	\$ _____
4.	Regional Activities	100	\$ _____	\$ _____
5.	Reporting	100	\$ _____	\$ _____
Total Evaluated Price				\$ _____



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"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

4.1.2 Financial Evaluation

The maximum funding available for the Contract resulting from the bid solicitation is \$68,210.00 (Applicable Taxes extra). 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:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **53 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **75 points**.
2. Bids not meeting (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 **75 %** for the technical merit and **25 %** 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 **75 %**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **25 %**.
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 75/25 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 (75%) and Price (25%)				
	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	$115/135 \times 75 = 63.89$	$89/135 \times 75 = 49.44$	$92/135 \times 75 = 51.11$
	Pricing Score	$45/55 \times 25 = 20.45$	$45/50 \times 25 = 22.50$	$45/45 \times 25 = 25$
Combined Rating	84.34	71.94	76.11	
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](#) (2018-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

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

5.2.3.4 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.

5.2.3.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.6 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:

5.2.4 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 Solicitation No. – N° de l'invitation : 30000974 Page 13 of - de 28 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.

5.3 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.

6.5 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 (to be inserted at Contract award)

The Project Authority for the Contract is:

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.

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):

- i. Acquisition Card;
- ii. 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 and Scope of Work
- (e) Appendix A-2, South Vancouver Island Stream to Sea Schools
- (f) Annex B, Basis of Payment;
- (g) Annex C, Evaluation Criteria
- (h) the Contractor's bid dated _____ (*To be inserted at 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 - Southern Vancouver Island

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) Southern Vancouver Island

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

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

General activities may include, but are not limited to:

- a) **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.
- b) **Curriculum/Activity In-services** providing in-service sessions for teacher groups to inform teachers about Fisheries and Oceans Educational resources; providing professional presentations of information and materials to educators and instruction on their use and method of acquisition.
- c) **Storm Drain Marking Program (SDMP)** coordinating youth groups in marking storm drains with a painted yellow fish symbol to remind citizens that pollutants that go down



storm drains enter watersheds where fish live; providing training, equipment, and logistical support to all groups interested in the SDMP.

- 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

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 A-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.

6. LANGUAGE OF WORK

Services provided will be in English.

7. TRAVEL AND LIVING EXPENSES

There is no travel for this requirement.

8. SECURITY CLEARANCE

There are no security requirements for this contract; however, recognizing that the education of children and minors is a component of this contract, the contractor and any personnel carrying out the work will be required to obtain RCMP clearance through an RCMP Police Information Check – Vulnerable Sector - prior to contract award.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

There is no Intellectual Property for this contract.

10. CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the work plan details (Appendix 1) in consultation with the Community Advisor within four weeks of contract initiation and to participate in updates/revisions throughout contract duration as the Community Advisor, or as delivery and coordination situations require.



The Contractor is required to maintain communication with the Community Advisor on progress, technical support and equipment needs through progress meetings throughout the duration of the contract.

The Contractor is required to contact the Community Advisor prior to providing technical support on Stream to Sea Program delivery or coordination issues.

The Contractor is responsible for ensuring that fish culture practices are consistent with the requirements of the Pacific Aquaculture Regulations (PAR) 'Licence to operate a classroom incubator for salmonids'.

The contractor is responsible for providing the Community Advisor with brood summary data as it pertains to the 'Licence to operate a classroom incubator for salmonids'.

11. FISHERIES AND OCEANS CANADA ROLES AND RESPONSIBILITIES

The Community Advisor is the primary contact and final decision-making authority for all issues related to activities paid for by this contract.

The Community Advisor is responsible for providing and familiarizing the Contractor with the PAR Community Enhancement licence for projects the Contractor will support. The Community Advisor is responsible for ensuring that the PAR 'Licence to operate a classroom incubator for salmonids' conditions are met. Fisheries and Oceans (DFO) staff will monitor PAR performance (Fish Health Management Monitoring Checklists). The Community Advisor will be responsible for identifying, documenting and assisting with the resolution of issues of PAR non-performance.

The Community Advisor is responsible for providing and approving templates for biological record keeping.

The Community Advisor is responsible for providing some resource materials in support of contract objectives such as the Stream to Sea Guiding Document, the Salmonids in the Classroom Manuals, DFO biological guidelines and policies and equipment that are required to fulfil contract objectives. Details are provided in Appendix 1.

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

12. LEVEL OF EFFORT

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



**APPENDIX A-1
SOUTHERN VANCOUVER ISLAND**

LOCATION OF WORK – Public and private schools, homes and community groups within School Districts 61, 62, 63 and 64

SCOPE OF WORK:

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



Activity	Timing/Level of Effort (hours)	Project Location/Tasks	DFO Resource Materials	Deliverables and Reporting
		<ul style="list-style-type: none"> ➤ Coordinate Purchase Plans and chiller repairs/upgrades. ➤ Identify release sites for teachers in accordance with the CA production plan and provide in-service teacher training for releases. ➤ Participate in DFO training and working groups as identified by the CA. 		<ul style="list-style-type: none"> ➤ Meetings and training as required.
<p>Professional Development/ Education/ Community Outreach and Liaison</p>	<p>August – July (300-400 hours)</p>	<p>As needed for projects in SVI area and agreed upon with CA.</p> <ul style="list-style-type: none"> ➤ Facilitate, foster, and encourage communication and transfer of information by liaising with DFO staff, School District staff, and DFO curriculum coordinator. Inform DFO staff of the in-services and encourage their participation. ➤ Provide in-service sessions and support for teacher groups. ➤ Deliver materials to groups as needed. ➤ Provide technical in-services in support of salmon dissections, and maintain dissection kits. ➤ Develop/review/ update related educational materials and resources as needed. ➤ Participate in the Fisheries and Oceans South Coast Area Education Team to make recommendations about changes to the Education Delivery Plan, review proposed learning resources, evaluate and update the <i>SCA Education Program Delivery Plan</i> as required. 	<ul style="list-style-type: none"> ➤ CA's to work with EC to develop and review process as needed. ➤ Resource materials presentations, display boards, booth space. ➤ CA to provide support and storage for materials as needed. 	<ul style="list-style-type: none"> ➤ Updates and reporting in monthly summary or as requested by CA.



Activity	Timing/Level of Effort (hours)	Project Location/Tasks	DFO Resource Materials	Deliverables and Reporting
		<ul style="list-style-type: none"> ➤ Attend and support community groups in their events and outreach activities as needed. 		
Storm Drain Marking Activities	August – July (100-150 hours)	<ul style="list-style-type: none"> ➤ As needed for projects in SVI area. ➤ Maintain support network of Community Partners in the SVI area ➤ Provide training, equipment, and logistical support to all groups interested in the SDMP. ➤ Liaise with CA to ensure supplies are purchased and distributed as needed. 	<ul style="list-style-type: none"> ➤ Purchase of supplies/storm draining marking equipment as needed, budgets permitting. ➤ CA support and storage for materials as needed. 	<ul style="list-style-type: none"> ➤ Updates and reporting in monthly summary or as requested by CA.
Regional Activities	August - July (70-100 hours)	<ul style="list-style-type: none"> ➤ Contribute and attend events such as the Regional DFO Education conference, the SEP Community Volunteer Workshop and the SVI Area SEP CIP Volunteer Recognition event. 	<ul style="list-style-type: none"> ➤ Provision of information, supplies and materials need to achieve assigned tasks. 	<ul style="list-style-type: none"> ➤ Updates and reporting in monthly summary or as requested by CA.
Reporting	August – July (80-100 hours)	<ul style="list-style-type: none"> ➤ Complete Regional survey provided by DFO. ➤ Provide the Project Authority with a monthly report summarizing activities undertaken. ➤ Other reports and summaries as requested by CA. 		<ul style="list-style-type: none"> ➤ Stream to Sea survey ➤ Monthly reports. ➤ Annual report. ➤ Other reports and summaries as requested by CA.



APPENDIX A-2

**SOUTH VANCOUVER ISLAND
STREAM TO SEA SCHOOLS**

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



ANNEX "B" BASIS OF PAYMENT

For the provision of all professional services, including all associated costs 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.	Classroom Incubation Program	700-900	\$ _____	\$ _____
2.	Professional Development/Education/Community Outreach and Liaison	300-400	\$ _____	\$ _____
3.	Storm Drain Marking Activities	100-150	\$ _____	\$ _____
4.	Regional Activities	70-100	\$ _____	\$ _____
5.	Reporting	80-100	\$ _____	\$ _____
			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.

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

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

Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1 The bidder/firm must identify project personnel proposed as a resource for carrying out the work described in the Statement of Work and provide detailed resume(s)		
M2 Bidders must demonstrate they or their proposed personnel have successfully provided services similar to those identified in the statement of work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this RFP. Bidders must identify: <ul style="list-style-type: none"> - 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

Bidders must attain a rating of at least 70% overall in the point rated requirement R1 thru R4 to be considered compliant. Proposals which fail to attain at least 70% will be considered technically non-responsive and no further evaluation will be conducted.

No.	Point Rated Technical Criteria	Maximum Points	Points obtained
R1	Demonstrate recent experience (within the last 5 years) with training teachers to deliver environmental education programs to elementary and high school students. (35 points max)	35 pts	
R2	Provide a summary of the intended approach to the delivery and coordination of activities described in the scope of work through the lens of salmon life history and their habitat requirements. (15 points)	15 pts	
R3	Demonstrate experience and familiarity with working with community groups, volunteers, First Nations or students. (15 points)	15 pts	
R4	Demonstrate knowledge of the technical aspects associated with maintaining and operating salmonid classroom incubators (aquaria). (10 points)	10 pts	
Total Score (minimum score of 53 is required)			175

Total points (Rated 1 thru 4): 75 points max / 53 points minimum

Bids **MUST** receive a minimum score of 70.6%, overall in the above rated categories in order to be considered technically responsive.

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