### 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

### 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 / TitreDateEducation Coordinator – Prince George Area, BC18 August, 2022					
Solicitation No. 30003041A	Solicitation No. / Nº de l'invitation 30003041A				
Client Reference 30003041A	e No. / No. de réf	érence d	u client(e)		
Solicitation Clo	ses / L'invitation	prend fir	1		
At /à: 10h00	ADT	-			
On / le: 02 Sep	otember, 2022				
F.O.B. / F.A.B. Destination	<b>Taxes</b> See herein — ci-inclus	- Voir	Duty / Dro See herein	<b>bits</b> n — Voir ci-inclus	
<b>Destination of </b> <b>services</b> See herein — V	Goods and Servic	es / Dest	inations de	es biens et	
Instructions See herein — V	oir ci-inclus				
Kimberly Martin, Email / Courrie	demande de rens Contracting Speci	alist			
<b>Delivery Requi</b> exigée See herein — Ve		Deliver propos	y Offered / ée	Livraison	
	Address and Rep ésentant du fourr				
Telephone No. téléphone	Telephone No. / No. de     Facsimile No. / No. de télécopieur       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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This bid solicitation cancels and supersedes previous bid solicitation number 30003041 dated 18 JULY, 2022 with a closing of 01 AUGUST, 2022 at 14H00 ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation

### 1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### 1.3 Debriefings

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

### **1.4** Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).



### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

 at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u> <u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names"

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

Delete: 60 days Insert: 90 days

### 2.2 Submission of Bids

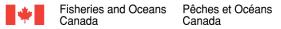
Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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 the province or territory where the goods and/or services are to be rendered.

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

### 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.



Canada

### **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)

### **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.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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

#### Section I: **Technical Bid**

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

#### Section II: **Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

- 3.1.3 SACC Manual Clauses
- Section III: Certifications

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



### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

Please see Annex C for details

### 4.1.1.2 Point Rated Technical Criteria

Please see Annex C for details

### 4.1.2 Financial Evaluation

SACC Manual Clause <u>A0222T</u> (2014-06-26), Evaluation of Price -Canadian / Foreign Bidders

### 4.2 Basis of Selection

- **4.2.1** Basis of Selection Highest Combined Rating of Technical Merit and Price
- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **45** 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) and (d)" will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technica	I Score	63/100	89/100	92/100	
Bid Evaluated Pr	ice	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	63/100 x 70 = 44.1	89/100 x 70 = 62.3	92/100 x 70 = 64.4	
	Pricing Score	45/55 x 30 = 24.5	45/50 x 30 = 27	45/45 x 30 = 30	
Combined Rating		68.6	89.3	94.4	
Overall Rating		3rd	2nd	1st	



### PART 5 - CERTIFICATIONS

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

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

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

### 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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 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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.



### 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

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

### 5.2.3.2 Education and Experience

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

### 5.1.2.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

### 5.1.2.4 Supplementary Contractor Information

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

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

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- **b)** The status of the contractor (individual, unincorporated business, corporation or partnership:
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



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

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

Signature

Print Name of Signatory

### 5.3 Former Public Servant

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

### Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice:</u> 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

### Work Force Adjustment Directive

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

Yes() No()

If so, the Bidder must provide the following information:

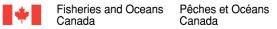
- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g.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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Date

Printed Name



# ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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**

There is no security requirement applicable to the Contract.

#### 6.2 Statement of Work

Canada

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/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 **General Conditions**

- 6.3.1.1 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.2.1 Subsection 10 of 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity) - Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to DFO.invoicingfacturation.MPO@DFO-MPO.gc.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;
  - 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);
  - Invoice Currency (if not in Canadian dollars); f.
  - 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
- I. 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 31 July, 2023 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) 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:	Kimberly Martin
Title:	Contracting Specialist
Department:	Fisheries and Oceans Canada
Directorate:	Materiel and Procurement Services
Address:	301 Bishop Drive,
	Fredericton, NB,
	E3C 2M6

Telephone: 506-429-2397 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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



### 6.5.2 **Project Authority**

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

Name:	 
Title:	 
Organization:	 
Address:	 
Telephone :	
E-mail address:	 

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

### 6.5.3 Contractor's Representative (name to be provided at contract award)

Name:	 
Title:	 
Organization:	 
Address:	
Telephone :	 
E-mail address:	 

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

### 6.7 Payment

### 6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure 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.

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



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

### 6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$
   <u>(to be inserted at contract award)</u>. 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 Contractor gauthority 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 Multiple Payments

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

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

### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Government of Canada 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: <u>DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca</u> AP coder: (*name to be provided at contract award*)

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

### 6.9 Certifications

### 6.9.1 Compliance

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

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_ (to be inserted at contract award)

### 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 <u>2010B</u> (2022-01-28) General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix A-1;
- (e) Appendix 2;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

### 6.12 Insurance <u>G1005C</u> (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.



### 6.13 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 "<u>Dispute Resolution</u>".

### 6.14 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



### ANNEX "A"- STATEMENT OF WORK

**TITLE:** Education Coordinator – Prince George Area, BC

### 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 and community outreach activities.

### SERVICES REQUIRED AND CONDITIONS OF WORK

Fisheries and Oceans Canada (DFO), requires Contractors to provide delivery and coordination services for the Stream to Sea program and related community outreach activities as defined by the Community Advisor (CA), for the following area:

• Prince George Area of BC.

Stream to Sea Program and community outreach services are required throughout the year. Delivery and coordination of these services will align with the geographic area. A work plan will be developed for the area using the information provided in Appendix 1 (Scope of Work). The contractor will work with the Community Advisor to coordinate and deliver these services.

The work will consist of coordinating and assisting with the set-up of classroom incubators, delivering salmon eggs to schools, and providing teacher in-service training which may include set up and operation of the salmon tank, 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 support and assistance for educators with tanks and assist with the development and delivery of a spring fry release program.

General activities may include, but are not limited to:

- Salmonids in the Classroom and Stream to Sea Activities provides support and maintenance of the DFO classroom incubation program with approximately 25 incubation units. Responsibilities and activities include organizing teacher in-service workshops, liaising with school districts to arrange for support to the program through district coordinators, providing technical support, arranging equipment and supplies, coordinating egg deliveries with local hatcheries, keeping accurate records of all eggs transferred and fry released, and coordinating equipment purchasing plans. Encourage participation from teachers and ensure recognition for years of service.
- **Curriculum/Activity In-services** providing in-service sessions for teacher groups to inform teachers about Fisheries and Oceans Stream to Sea Program and resources. This consists of workshops for new and returning teachers to the Salmonid in the Classroom Program and salmon dissections. In addition, workshops are provided in the field at fry release sites to inform educators of hands on activities for students to learn about salmon habitat.
- Storm Drain Marking Program (SDMP) coordinating groups in marking storm drains with a yellow fish symbol to remind citizens that all drains lead to streams or the ocean where fish live; providing training, equipment and logistical support to all groups interested in the SDMP.



Inventory and organization of materials associated with the program.

• **Community Outreach and other Activities** liaise with area community groups and attend community events, assist volunteer hatcheries and community groups, collaborate on the development of resources and participate in training, evaluation and assessment opportunities.

The work will consist of delivering the Stream to Sea program and community outreach activities as defined in Appendix 1 Scope of Work.

### **RESOURCE REQUIREMENTS**

The Contractor is expected to provide a vehicle suitable for transporting Salmonid in the Classroom materials and supplies needed for community outreach events.

### LOCATION OF WORK

The majority of the contractor activity locations are listed in Appendix A-2. The contractor is expected to carry out work associated with this contract at sites listed in Appendix A-2 and/or at the Contractor's office. The number of participating project and schools may fluctuate year to year and within the year. If a participating school drops out, an additional school may be considered at the discretion of the Contractor.

The Contractor should be prepared to work and attend events throughout the geographic area.

### LANGUAGE OF WORK

Services provided will be in English.

### TRAVEL AND LIVING EXPENSES:

There is no travel for this requirement

### OWNERSHIP OF INTELLECTUAL PROPERTY

There is no Intellectual Property for this contract.

### CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the Scope of work (Appendix A-1) with the Community Advisor within four weeks of contract initiation and develop a work plan. The Contractor will participate in updates/revisions throughout contract duration as required by 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 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.

### 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* Community Enhancement licence 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 relating to the Salmonids in the Classroom Program.

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

The Community Advisor is responsible for providing some resource materials in support of contract objectives such as the Salmonids in the Classroom Manuals, DFO biological guidelines and policies and other related equipment, materials, and supplies that are required to fulfil contract objectives.

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

### LEVEL OF EFFORT:

The level of effort is estimated for each geographic area and project activity in Appendix A-1, Scope of Work.

# Appendix 1 BC INTERIOR – PRINCE GEORGE

LOCATION OF WORK – schools in Prince George and surrounding areas.

**SCOPE OF WORK** – note the level of effort provided was estimated based on services required for 14 schools (low end of range) and 20 schools (high end of range).

Activity	Timing/Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
Coordination of Classroom Equipment and Maintenance	August (15 - 30hrs) Sept – June (40 - 80hrs)	Coordinate and assist with set up of Classroom Incubators Trouble shooting and equipment maintenance for teachers	Salmonids in the Classroom supporting materials and equipment. Classroom aquaria and all related equipment. BMPs and PAR licences. Teacher contact list.	School aquaria equipment inventory with equipment needs and Teacher contact list in Progress Report by November 01
Deliver Eyed Eggs	September- November (10 – 20hrs)	Deliver eyed eggs Classroom Salmon Life History presentation *remote presentation if required by heath orders	DFO to coordinate egg pick up	Delivery of Eyed Eggs with Egg Number per School, in Progress Report by November 01
Deliver Fish Food	Dec – Jan (5 - 10hrs)	Deliver fish food	Fish food	Delivery Summary in Progress Report by February 01
Conduct Fish Dissections	Jan - Apr (40 - 80hrs)	Classroom presentation *remote presentation if required by heath orders	Dissection fish DFO Guidance Documents	Delivery Summary in Progress Report by May 01
Develop and provide a classroom session	Nov – May (45 – 90)	Topic may be one of the following- aquatic ecosystems, sustainability, stream to sea migration or salmon habitat requirements *remote presentation if required by heath orders	Stream to Sea Guidance document, Salmonids in the Classroom and Streamkeepers Manuals	Delivery Summary in Progress Report by June 30
Coordinate and lead classroom fry release program	May – June (45 - 90)	At DFO approved release sites, provide students with hands on ecosystem/salmon habitat experience *remote presentation if required by heath orders	Salmonids in the Classroom and Streamkeepers Manuals and supporting materials and equipment	Delivery of Fry release, Summary of fry release numbers by classroom in Progress Report by June 30



# SCOPE OF WORK cont'd

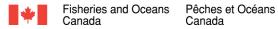
Activity	Timing/Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
Salmon Related Public Education and Awareness Programs	Apr – Oct (40 – 80)	Assist with organizing and implementing at least ONE event (eg. BC Rivers/Earth/Water/Ocean Day, Storm Drain Marking) *remote presentation if required by heath orders	Resource materials and presentations, display boards, booth space. Storm Drain Marking Materials	Delivery Summary in Progress Report by June 30
Program Planning & Coordination	Aug – July (15hrs)	Work Planning - Meet with Community Advisor to discuss program challenges/updates/planning Participate and provide area input into Regional process Complete survey provided by DFO	Progress Report template Annual Report Template	Completed and accepted DFO Survey by July 31



# APPENDIX 2 BC INTERIOR PRINCE GEORGE

# STREAM TO SEA SCHOOLS

	Beaverly Elementary
	Buckhorn Elementary
	College Hts. Elementary
	College Hts. Secondary
	Edgewood Elementary
	Evelyn Dickson (Vanderhoof)
	Glenview Elementary
	Hart Highlands
	Harwin Elementary
	Heather Park Elementary
	Heritage
Drings Castras and Area	Malaspina Elementary
Prince George and Area (14-20 schools from list)	Mapes Elementary (Vanderhoof)
	McBride Elementary (McBride)
	Mouse Mountain Elementary (Vanderhoof)
	Nak'albun Elementary (Ft. St. James)
	Nechako Valley Secondary
	Nukko Lake Elemenatary
	Nusdeh Yoh
	Prince George Secondary
	Pinewood Elementary
	Polaris Montessori Elementary
	Quinson Elementary
	Ron Brent Elementary
	Spruceland Elementary
	Valemount Elementary
	Van Bien Elementary
	Vanway Elementary
	Westwood Elementary
	WL McLeod Elementary (Vanderhoof)
	Sinkutview (Vanderhoof)



### 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, 2023					
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost	
1.	Coordination of Classroom Equipment and Maintenance	110	\$	\$	
2.	Delivery of Eyed Eggs	20	\$	\$	
3.	Delivery of Fish Food	10	\$	\$	
4.	Fish Dissections	80	\$	\$	
5.	Develop and Provide One Classroom Session	90	\$	\$	
6.	Coordinate and Lead Fry Release Program	90	\$	\$	
7.	Develop and Provide Salmon Education and Awareness Programs	80	\$	\$	
8.	Program Planning, Coordination and Reporting	15	\$	\$	
	Sub Total				
	Applicable taxes				
	All-Inclusive Maximum total Cost				

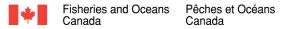
\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this date.



B: Fi	B: First Option Period: August 1, 2023 – July 31, 2024				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost	
1.	Coordination of Classroom Equipment and Maintenance	110	\$	\$	
2.	Delivery of Eyed Eggs	20	\$	\$	
3.	Delivery of Fish Food	10	\$	\$	
4.	Fish Dissections	80	\$	\$	
5.	Develop and Provide One Classroom Session	90	\$	\$	
6.	Coordinate and Lead Fry Release Program	90	\$	\$	
7.	Develop and Provide Salmon Education and Awareness Programs	80	\$	\$	
8.	Program Planning, Coordination and Reporting	15	\$	\$	
	\$				
	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 date.

B: SECOND Option Period: August 1, 2024 – July 31, 2025							
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost			
1.	Coordination of Classroom Equipment and Maintenance	110	\$	\$			
2.	Delivery of Eyed Eggs	20	\$	\$			
3.	Delivery of Fish Food	10	\$	\$			
4.	Fish Dissections	80	\$	\$			
5.	Develop and Provide One Classroom Session	90	\$	\$			
6.	Coordinate and Lead Fry Release Program	90	\$	\$			
7.	Develop and Provide Salmon Education and Awareness Programs	80	\$	\$			
8.	Program Planning, Coordination and Reporting	15	\$	\$			
Sub Total				\$			
Applicable taxes				\$			
	\$						



### 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 <b>must</b> 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	<ul> <li>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:</li> <li>the name of the client</li> <li>the period during which the service was provided</li> <li>a detailed outline of the services provided</li> <li>contact names, positions/titles and contact information for verification purposes</li> <li>sufficient information to enable technical evaluation of the rated requirements</li> </ul>		
М3	The bidder <b>must</b> have a valid driver's license. *A copy of the driver's license must be provided for evaluation purposes.		



RAT	RATED REQUIREMENTS					
No.	Point Rated Technical Criteria	Proposal Page No.	Minimum Points Required	Points Obtained		
R1	The bidder <b>should</b> demonstrate using project descriptions, recent experience (within the last 5 years) with delivering environmental education programs to elementary and high school students.		10	/20		
	<b>5 points</b> awarded for each project provided to demonstrate this experience		10			
R2	(20 points max) The bidder <b>should</b> indicate an understanding of the					
ΠZ	requirements of the job, and provide a summary of the intended approach to be used to carry out the work supported by a methodology.		5	/10		
	<ul> <li>5 points for providing the summary of intended approach</li> <li>5 points for providing the methodology</li> <li>(10 points max)</li> </ul>					
R3	The bidder <b>should</b> demonstrate using project descriptions,					
	experience and familiarity with working with educators and community groups.					
	<b>5 points</b> for each project provided to demonstrate this experience		10	/15		
	(15 points max)					
R4	The bidder <b>should</b> have experience with the technical aspects associated with the operation of salmonid in the classroom program.					
	Each project cited to demonstrate this experience should include; the maintenance and set up incubation units, teacher in-services for new and returning teachers, set-up of classroom incubation units, teacher support, and release protocols.		10	/15		
	<b>5 points</b> awarded for each project example provided to demonstrate this experience(15 points max)					
R5	The bidder <b>should</b> demonstrate recent experience (within the					
	last 5 years) with coordinating and supporting Community Outreach-Education activities.					
	<b>5 points</b> awarded for each example provided to demonstrate this experience		10	/15		
	(15 points max)					
Total Score (minimum score of 45 points is required)			/75			