



**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 / Titre Education Coordinator – North Okanagan – Shuswap Area, BC		Date 19 August, 2022
Solicitation No. / N° de l'invitation 30002905A		
Client Reference No. / No. de référence du client(e) 30002905A		
Solicitation Closes / L'invitation prend fin At / à : 14h00 ADT On / le : 02 September, 2022		
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 : Kimberly Martin, Contracting Specialist 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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This bid solicitation cancels and supersedes previous bid solicitation number 30002905 dated July 18, 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (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:

- a. 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 [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

Subsection 5.4 of [2003](#), 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 [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)

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:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (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
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment 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 [A0222T](#) (2014-06-26), Evaluation of Price -Canadian / Foreign Bidders

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **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.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.1.2.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.4 Supplementary Contractor Information

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

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

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

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

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

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



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

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

Signature

Print Name of Signatory

5.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()



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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

Signature

Date

Printed Name



ATTACHMENT 1 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

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](#) (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**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.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;
 - 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 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 two (2) additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 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

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 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: DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca
AP coder: *(name to be provided at contract award)*

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

6.9 Certifications

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ *(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 2010B (2022-01-28) General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix A-1;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 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.



6.13 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 "[Dispute Resolution](#)".

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 – North Okanagan – Shuswap 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:

- BC Interior – North Okanagan – Shuswap 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 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. 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 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 or at the Contractor 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'.

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

FISHERIES AND OCEANS CANADA ROLES AND RESPONSIBILITIES

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



The Community Advisor is responsible for providing and familiarizing the Contractor with the *PAR* Community Enhancement licence for projects the Contractor will support. The Community Advisor is responsible for ensuring that the *PAR* 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 A-1

TITLE: Education Coordinator North Okanagan - Shuswap Area, BC Service delivery area is Okanagan - Shuswap schools from Vernon, Lumby, Enderby, Salmon Arm and surrounding areas to Revelstoke

Scope of Work, Resource Material and Deliverables				
Activity	Timing & Estimated Level of Effort (hrs)	Project Activity/Task	DFO Support	Deliverables & Reporting
Salmonids in the Classroom and Stream to Sea Activities	All year 900	<p>As needed for projects listed in North Okanagan - Shuswap Area Annex A and agreed upon with CA.</p> <ul style="list-style-type: none"> Plan with CA for upcoming season Mentor/train/liaise with coordinators to prepare for upcoming season Purchase program materials Coordinate and deliver teacher in-service sessions for the North Okanagan - Shuswap area, deliver equipment and supplies, teacher recognition Update and maintain egg/fry & equipment inventories relating to all schools in area Deliver eggs to participating classrooms and follow up – troubleshoot as needed Collect and prepare adult salmon and deliver salmon dissection workshops, deliver dissection fish Field Workshops to identify release sites for teachers and provide in-service teacher training Participate in DFO training and working groups as identified by the CA 	<p>PAR Licences, SEP Best Management Procedures (BMPs) Teacher recognition items Salmon eggs North Okanagan - Shuswap area program</p> <p>Main supplies for SIC program.,</p> <p>The contractor will cover the cost of all <u>consumable</u> aquarium supplies (e.g. Water filters, treatment chemicals, & water testing strips, canopy light bulbs etc...)_</p> <p>Items for teachers to use in classrooms, sticker, buttons, key chains, posters etc.</p> <p>Printing and photocopying as needed</p> <p>Fish food for classroom incubation fish.</p> <p>Provide salmon for classroom dissections, Brood Summary Report format CA support and storage for materials as needed</p>	<p>Data for Brood Summary submission, in season summaries to ensure PAR requirements are met</p> <p>Summaries 2 times per year (September & June) detailing participating teachers, schools, coordinators and locations and type of chillers</p> <p>Summary of adults collected for classroom dissections</p>



Educational and Outreach Materials	All year 35	As needed for projects listed in North Okanagan - Shuswap Annex A and agreed upon with CA. <ul style="list-style-type: none"> • Facilitate communication by liaising with DFO staff, schools and educators • Support network of Education Coordinators in the area • Develop and update related educational material as needed • Provide support to community hatcheries and Stewardship groups as needed 	Ca's to work with EC in development and review process as needed Printing and photocopying as needed CA support and storage for materials as needed	Updates and reporting in monthly summary or as requested by CA
Storm Drain Marking	All Year 15	As needed for projects listed in North Okanagan - Shuswap Annex A and agreed upon with CA. <ul style="list-style-type: none"> • Liaise with CA's to ensure supplies are purchased, maintained and distributed as needed 	Purchase of supplies equipment as needed, budgets permitting Work with the EC to develop new funding opportunities CA support and storage for materials as needed	Updates and reporting in monthly summary or as requested by CA
Community Outreach / Liaison	All Year 25	As needed for projects listed in North Okanagan - Shuswap Annex A and agreed upon with CA. <ul style="list-style-type: none"> • Gather materials and deliver as needed to groups • Provide support to new groups • Attend and support community groups in their events and outreach activities 	Resources materials, presentations, displays and other items required to carry out these activities	Updates and reporting in monthly summary or as requested by CA
Other Activities	All Year 70	<ul style="list-style-type: none"> • Development and review of new educational materials and resources • Support for Egg to Fry displays 	Provision of information, supplies and materials needed to achieve assigned tasks	Updates and reporting in monthly summary or as requested by CA. SEP Community Workshop registration package
Reporting	65	<ul style="list-style-type: none"> • Monthly report of EC activities • Other reports and summaries as requested by CA's 		Monthly reports and other summaries as requested by CA's



ANNEX "B" BASIS OF PAYMENT

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

Initial Contract Period: Date of award – July 31, 2023				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Salmonids in the Classroom and Stream to Sea Activities	900	\$ _____	\$ _____
2.	Educational and Outreach Materials	35	\$ _____	\$ _____
3.	Storm Drain Marking	15	\$ _____	\$ _____
4.	Community Outreach / Liaison	25	\$ _____	\$ _____
5.	Other Activities	70	\$ _____	\$ _____
6.	Reporting	65	\$ _____	\$ _____
Sub Total				\$ _____
Applicable taxes				\$ _____
All-Inclusive Maximum total Cost				\$ _____

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

Option Period 1: August 1, 2023 – July 31, 2024				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Salmonids in the Classroom and Stream to Sea Activities	900	\$ _____	\$ _____
2.	Educational and Outreach Materials	35	\$ _____	\$ _____
3.	Storm Drain Marking	15	\$ _____	\$ _____
4.	Community Outreach / Liaison	25	\$ _____	\$ _____
5.	Other Activities	70	\$ _____	\$ _____
6.	Reporting	65	\$ _____	\$ _____
Sub Total				\$ _____
Applicable taxes				\$ _____
All-Inclusive Maximum total Cost				\$ _____

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



Option Period 2: August 1, 2024 – July 31, 2025				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1.	Salmonids in the Classroom and Stream to Sea Activities	900	\$_____	\$_____
2.	Educational and Outreach Materials	35	\$_____	\$_____
3.	Storm Drain Marking	15	\$_____	\$_____
4.	Community Outreach / Liaison	25	\$_____	\$_____
5.	Other Activities	70	\$_____	\$_____
6.	Reporting	65	\$_____	\$_____
Sub Total				\$_____
Applicable taxes				\$_____
All-Inclusive Maximum total Cost				\$_____

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



ANNEX "C" EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

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

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

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	The bidder must identify the proposed resource(s) who will be carrying out the work as described in the Statement of Work and provide detailed resume(s) for the proposed individual(s).		
M2	<p>The bidder must demonstrate they or their proposed personnel have provided services similar to those identified in the statement of work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this RFP. Bidders must identify:</p> <ul style="list-style-type: none"> - the name of the client - the period during which the service was provided - a detailed outline of the services provided - contact names, positions/titles and contact information for verification purposes - sufficient information to enable technical evaluation of the rated requirements 		
M3	<p>The bidder must have a valid driver's license.</p> <p>*A copy of the driver's license must be provided for evaluation purposes.</p>		



RATED REQUIREMENTS

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