



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance
with the terms and conditions set out herein,
referred to herein or attached hereto, the
goods and services listed herein and on any
attached sheets at the price(s) set out
therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre
à Sa Majesté la Reine du chef du
Canada, aux conditions énoncées ou
incluses par référence dans la présente
et aux appendices ci-jointes, les biens
et les services énumérés ici sur toute
feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Biological and Technical support Services: South Coast, Parksville-Qualicum		Date August 22, 2022
Solicitation No. / N° de l'invitation 30003197		
Client Reference No. / No. de référence du client(e) 30003197		
Solicitation Closes / L'invitation prend fin At / à : 2:00 p.m. ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : September 5, 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 : Terri Jones Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci		Delivery Offered / Livraison proposée
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone		Facsimile No. / No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature		Date



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

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

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 30 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- 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: 120 days

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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

2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)

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

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

Important Note:

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

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

Refer to annex "C"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **55 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **75 points**
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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 divided by the 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 equal 135 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		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

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

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

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

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

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

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



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.

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

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

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

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



Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

Signature

Print Name of Signatory



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

Requirements

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

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

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

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



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

6.3.1.1 [2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 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](mailto: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 December 1, 2022 to July 31, 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 one (1) year period(s) 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: Terri Jones
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-461-3743
E-mail address: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca

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



6.5.2 Project Authority *(to be inserted at Contract award)*

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____-____-_____
 E-mail address: _____

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____-____-_____
 Facsimile: ____-____-_____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work



6.7.2 Limitation of Expenditure

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

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca



6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26) Certification – Contract

6.10 Applicable Laws

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

6.11 Foreign Nationals (Canadian Entrepreneur)

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

6.12 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 supplemental general conditions [2010B](#) (2022-01-28) General Conditions – Professional Services (Medium Complexity);
- (c) Annex “A” Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Evaluation Criteria;
- (f) the Contractor's bid dated _____ (*to be inserted at contract award*)

6.13 Insurance - G1005C (2016-01-28)

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

6.14 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.15 SACC Manual Clause

SACC Manual clause [A7017C](#) (2008-05-12), Replacement of Specific Individuals



1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.16 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](#)".

6.17 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

BACKGROUND

Fisheries and Oceans Canada's Salmonid Enhancement Program (SEP) delivers the Community Involvement Program (CIP) with the intent of providing technical support to salmon enhancement projects and habitat enhancement/restoration projects undertaken by local community groups and volunteers. SEP also delivers a formal education program – known as the Stream to Sea Program. The intent of the program is to encourage students from Kindergarten to Grade 12, as well as First Nations, local communities and external parties to participate in cooperative fisheries and watershed stewardship activities.

Fisheries and Oceans Canada requires contractors to assist in the delivery of the Stream to Sea Program and to provide biotechnical support and assistance to CIP community groups to ensure CIP projects are carried out in a technically sound manner.

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

- Parksville-Qualicum

SERVICES REQUIRED AND CONDITIONS OF WORK

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

General contract activities include, but are not limited to:

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

HEALTH PRECAUTIONS AND PROTOCOL

DFO is committed to the health and safety of our employees, contractors, their families and the communities we serve and reside in. Please check back regularly with public health authorities to ensure that the most up to date medical advice is used and be familiar with communicable disease prevention. Consider and respect all local, provincial/territorial and community-specific instructions and guidance in the geographic area of the premises, especially if it is an area with a higher level of community transmission. Technical support delivery methods and plans may have been altered to align with changing protocols. Decisions on Community Involvement programming and delivery methods will be made by the contractor and the DFO Community Advisor. The Government of Canada's vaccine requirement remains in place for employees, contractors, and visitors.



RESOURCE REQUIREMENTS

The Contractor is expected to provide the following resources:

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

LOCATION OF WORK

The majority of the contractor activities are based in the field. The Contractor must be prepared to work outside in all weather conditions, in isolated areas and in and around water. The contractor is expected to conduct the work associated with this contract either at participating schools, hatchery and field sites or at the contractor's office.

A list of work sites for each geographic area is provided in Appendix 2 "Community Involvement Projects."

LANGUAGE OF WORK

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

SECURITY REQUIREMENTS

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



CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the work plan details (Appendix 1) in consultation with the Community Advisor within four weeks of contract initiation and to participate in updates/revisions throughout contract duration as the Community Advisor, community project or field situations require. The Contractor is required to maintain communication with the Community Advisor on progress, technical support and equipment needs through progress meetings throughout the duration of the contract.

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

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

The Contractor is responsible for providing the Community Advisor with Brood Summary data as it pertains to the 'License to operate a classroom incubator for salmonids'.

FISHERIES AND OCEANS CANADA ROLES AND RESPONSIBILITIES

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

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

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

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

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

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



APPENDIX 1 – LEVEL OF EFFORT

The level of effort is estimated for each geographic area and project activity in Appendix 1. Note, estimates are provided with the intent of ensuring flexibility in program delivery; therefore, effort towards a given activity may vary from year to year and will be discussed with the Contractor.

Biological and Technical Support Services

Location Of Work

All watersheds on the East Coast of Vancouver Island draining to the Strait of Georgia from Craig Creek north to Hart Creek

Scope Of Work

Activity	Timing / Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
Fish Production	Year 1 Dec - July (65-100 hrs) Option Years Aug – July (100 - 150 hours)	Assist PIP groups with broodstock capture, sampling, egg takes, incubation, inventory, rearing, marking and release.	Pacific Aquaculture Regulation Licenses Community Involvement Program Best Management Practices Guide Brood Summary Report All related equipment and chemicals will be supplied by DFO or PIP groups.	Progress reports Best management practice education Brood Summary Report to be submitted to CA Assist with Aquaculture Activities Regulation reporting
Habitat Enhancement/Restoration	Year 1 Dec - July (135 - 200 hrs)	Assist with stream surveys and recommendation of restoration projects. Assist community groups with implementation of habitat enhancement / restoration projects. Monitor habitat restoration projects implemented by CIP program.	Section 11 approvals, engineering support, funding. Stream survey equipment and data record sheets.	Submission of raw data sheets and summary of stream survey data. Monthly Progress Report to include recommendations for



Activity	Timing / Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
	<p>Option years</p> <p>Aug - July (200-300 hrs)</p>		<p>Technical advice, equipment</p>	<p>restoration projects and monitoring results from habitat restoration projects.</p> <p>Assist with Scientific Licence, Section 11 application</p>
<p>Salmon Stock Assessment</p>	<p>Year 1 Dec-Jun (13-26)</p> <p>Option years</p> <p>Sept – Jun (20-40 hrs)</p>	<p>Assist with escapement enumeration including visual surveys (streamwalks and river swims) and adult counting fences.</p> <p>Assist with juvenile stock assessment for species composition, densities, and size.</p> <p>Assist with adult and juvenile smolt traps and other traps as needed for species composition and CPUE.</p>	<p>Equipment and data record sheets to be provided by PA and/or CIP groups.</p> <p>CIP groups may hold a sampling permit. If not, the contractor is required to assist to obtain the appropriate permits.</p>	<p>Bi-weekly progress reports to include adult counts.</p> <p>Submission of raw data sheets for adult and juvenile enumeration projects.</p> <p>Juvenile enumeration data to be provided in monthly progress reports.</p>
<p>Public Education and Awareness</p>	<p>Year 1 Apr-July (6-20)</p> <p>Option Years</p> <p>Apr – Sept (10-30 hrs)</p>	<p>Activities vary and depend upon requests/needs, but may include:</p> <p>Assist and organize public awareness events (e.g. Rivers Day), school and/or public education field activities (e.g. beach seines, fish releases etc.), Streamkeepers training, storm drain marking.</p> <p>Storm Drain Marking Program</p> <p>Streamkeepers Training</p>	<p>Resource materials and presentations , display boards, both space.</p> <p>Field equipment such as beach seines will be supplied by DFO.</p>	<p>Monthly progress report to include information regarding the type of event, location, number of people attending, most common comments, questions and concerns. If participating in fish release, brood summary</p>



Activity	Timing / Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
			Storm drain marking equipment. Streamkeepers equipment.	report is required. Report training activities Report training activities Report training activities
Administration	Year 1 Dec-July 53 Option years Aug - Jul 80 hours	Provide support to CIP participants on project development and implementation, project funding applications and report writing.	Project data	Report on support hours

APPENDIX 2 – PROJECTS

Fanny Bay Salmon Enhancement Society, Mid Vancouver Island Habitat Enhancement Society, Nile Creek Enhancement Society, Qualicum Beach Streamkeepers Society, Friends of French Creek Conservation Society, Parksville Qualicum Fish and Game Association, Community Fisheries Development Centre, Nanoose Streamkeepers Society



ANNEX "B"
BASIS of PAYMENT

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

A Initial Contract Period: December 1, 2022 - 7/31/2023				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1	Fish Production	(65-100 hrs)	\$ _____	\$ _____
2	Habitat Enhancement /Restoration	(135-200 hrs)		\$ _____
3	Salmon Stock Assessment	(13-26 hrs)		\$ _____
4	Public Education and Awareness	(6 - 20 hrs)		\$ _____
5	Administration	53		\$ _____
Sub Total				\$ _____
Applicable taxes				\$ _____
All-Inclusive Maximum total Cost				\$ _____

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

B Optional Year 2 Period: 8/1/2023 - 7/31/2024				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1	Fish Production	(100-150 hrs)	\$ _____	\$ _____
2	Habitat Enhancement /Restoration	(200-300 hrs)		\$ _____
3	Salmon Stock Assessment	(20-40 hrs)		\$ _____
4	Public Education and Awareness	(10 - 30 hrs)		\$ _____
5	Administration	80		\$ _____
Sub Total				\$ _____
Applicable taxes				\$ _____
All-Inclusive Maximum total Cost				\$ _____



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

C Optional Year 3 Period: 8/1/2024 - 7/31/2025				
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1	Fish Production	(100-150 hrs)	\$_____	\$_____
2	Habitat Enhancement /Restoration	(200-300 hrs)		\$_____
3	Salmon Stock Assessment	(20-40 hrs)		\$_____
4	Public Education and Awareness	(10 - 30 hrs)		\$_____
5	Administration	80		\$_____
Sub Total				\$_____
Applicable taxes				\$_____
All-Inclusive Maximum total Cost				\$_____

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

FOR EVALUATION PURPOSES ONLY	TOTAL EVALUATED PRICE
TABLE A \$_____ + TABLE B \$_____ + TABLE C \$_____ =	\$_____



**ANNEX "C"
EVALUATION CRITERIA**

MANDATORY REQUIREMENTS

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

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

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

The Bidder should include the tables below for each proposed resource and indicate where in their bid the information can be found.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The bidder must identify the proposed resource's project personnel who will be carrying out the work described in the Statement of Work and provide detailed resume(s) that reflect the technical knowledge and skillset of the proposed individual(s).		
M2	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: <ul style="list-style-type: none"> • the name of the client • the period during which the service was provided • a detailed outline of the services provided • contact names, positions/titles and contact information for verification purposes • sufficient information to enable technical evaluation of the rated requirements 		



RATED CRITERIA

No.	Point Rated Technical Criteria	Proposal Page No.	Maximum number of possible points obtained	Points Obtained
R1	<p>The bidder demonstrated an understanding of the requirements of the job, and provide a summary of the intended approach delivery and coordination of activities described in the scope of work through the lens of salmon life history and their habitat requirements.</p> <ul style="list-style-type: none"> • 10 points for providing a proposed workplan and resources that will meet the needs of the Biological and Technical Support Services Program delivery as outlined in the Statement of Work. • 10 points for providing a proposed workplan schedule that will meet the needs of the Biological and Technical Support Services Program delivery as outlined in the Statement of Work. • 5 points for providing a description of the coordination of activities that aligns with the level of effort outlined in Appendix 1 – Scope of Work. <p>(20 points minimum)</p>		25	
R2	<p>The bidder demonstrated using project descriptions, recent experience (within the last 5 years) with fish culture procedures, salmon stock assessment methods, habitat assessment, stream restoration methods and the delivery of technical education programs, and reporting.</p> <ul style="list-style-type: none"> • Project descriptions in past 5 years – 5 points • Fish Culture procedures – 5 points • Salmon Stock Assessment methods – 5 points • Habitat Assessments and Stream Restoration Methods – 5 points • Delivery of technical education programs and reporting – 5 points <p>(15 points minimum)</p>		25	
R3	<p>The bidder demonstrated experience and an understanding and familiarity with working with community groups, volunteers, First Nations and students. (within last 5 years).</p> <ul style="list-style-type: none"> • Teaching Bio-technical education programs to community groups, volunteers, First Nations, or students – 5 points • Training people to deliver Bio-technical education programs to community groups, volunteers, First Nations, or students – 5 points • Delivering Bio-technical workshops – 5 points 		25	



<ul style="list-style-type: none">• Hosting field trips – 5 points• Providing Bio-technical Presentations - 5 points <p>Each project cited to demonstrate this experience should include;</p> <ul style="list-style-type: none">• Goal of the project;• A description of the frequency;• Number of participants;• Length of Time; and• The proposed resource(s) specific role <p>(20 points minimum)</p>			
Total Score (Minimum of 55 points is required)			/ 75