

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 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

Email / Courriel : DFO. Tenders-Soumissions.MPO@dfo-mpo.gc.ca cc: Joshua.Bereza@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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 – Lower Fraser River Area, BC (B) Date October 18, 2023 | | | | |
|---|---|--------------------------|--|--|
| Solicitation No. / N 30004527A | ° de l'invitatio | n | | |
| Client Reference N 30004527A | o. / No. de réfe | érence d | u client(e) | |
| Solicitation Closes | / L'invitation | prend fir | 1 | |
| At /à : 2:00 PM | | | | |
| EST (Eastern Stand | ard Time / HNE | E (Heure | Normale de l'Est) | |
| On / le: Novembe | r 7, 2023 | | | |
| F.O.B. / F.A.B. Destination | Taxes See herein — ci-inclus | - Voir | Duty / Droits See herein — Voir ci-inclus | |
| Destination of Goo services See herein — Voir of | | es / Dest | tinations des biens et | |
| Instructions See herein — Voir o | i-inclus | | | |
| Address Inquiries of Adresser toute der Joshua Bereza, Corremail / Courriel: DFO.tenders-soumis Joshua.Bereza@dfc | nande de rens htracting Office ssions.MPO@c | r | | |
| Delivery Required a exigée See herein — Voir e | | Deliver propos N/A | y Offered / Livraison ée | |
| Vendor Name, Add adresse et représe | | | ve / Nom du vendeur, le l'entrepreneur | |
| Telephone No. / No. de télécopieur téléphone | | | | |
| 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) | | | | |
| | | | | |

Date

Signature

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PART 1 - GENERAL INFORMATION

1.1 **Security Requirements**

There are no security requirements 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 Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The <u>2003</u> (2023-03-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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 five (5) 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

3.1.1 Exchange Rate Fluctuation

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

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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C" for details.

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C" for details

4.1.2 Financial Evaluation

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

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2022-12-01)

- 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) 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 | Bid Evaluated Price \$55,000.00 \$50,000.00 \$45,000.0 | | | |
| Calculations | Technical Merit Score | 115/135 x 70 = 59.63 | 89/135 x 70 = 46.15 | 92/135 x 70 = 47.70 |
| | Pricing Score | 45/55 x 30 = 24.55 | 45/50 x 30 = 27.00 | 45/45 x 30 = 30.00 |
| Combined Rating 84.18 73.15 77.70 | | | | 77.70 |
| Overall Rating 1st 3rd | | | 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 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/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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.

Additional Certifications Precedent to Contract Award 5.2.3

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 1 to Part 5.

5.2.3.4 Contractor's Representative

| 5.2.3.4 Contr | actor's Representative |
|--|--|
| The Contracto | or's Representative for the Contract is: |
| Name: Title: Address: Telephone: Facsimile: E-mail: | |
| 5.2.3.5 Supp | lementary Contractor Information |
| under applica | aragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies ble services contracts (including contracts involving a mix of goods and services) must be T4-A supplementary slip. |
| agrees to prov | Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby vide the following information which it certifies to be correct, complete, and fully discloses the of this Contractor: |
| a) | The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code: |
| b) | The status of the contractor (individual, unincorporated business, corporation or partnership: |
| c) | For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number: |
| d) | For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown: |
| | |

5.2.3.6 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
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

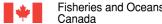
Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of



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the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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 | | | |

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ATTACHMENT 1 TO PART 5

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

- **6.3.1.1** 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) Invoice submission, is amended as follows:

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

Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to: <u>[To be inserted at Contract Award]</u>. 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);

- 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
- If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 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 until March 31, 2024.

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: Joshua Bereza Title: Contracting Officer

Department: Fisheries and Oceans Canada Directorate: Materiel and Procurement Services

Address: 200 Kent Street,

Ottawa, ON K1A 0E6

Telephone: 343-576-8144

E-mail address: <u>DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</u>

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

of

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 Pr | oject Authority for the Contract is: |
|--|---|
| Name: Title: Organi Addres | zation: |
| Teleph E-mail | one: address: |
| carried Work u Project of the \ | oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the inder the Contract. Technical matters may be discussed with the Project Authority, however the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Work can only be made through a contract amendment issued by the Contracting Authority. |
| 6.5.3 | Contractor's Representative (to be inserted at Contract award) |
| Name: Title: Organi Addres | |
| Teleph Facsim E-mail | |
| 6.6 | Proactive Disclosure of Contracts with Former Public Servants |
| Service reporte | viding information on its status, with respect to being a former public servant in receipt of a <u>Public Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be ad on departmental websites as part of the published proactive disclosure reports, in accordance contracting Policy Notice: 2019-01 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 \$ (amount to be inserted contract award). Customs duties are included and Applicable Taxes are extra. |
| 6.7.2 | Limitation of Expenditure |
| 1. 2. | 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. 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 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 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: [To be inserted as Contract Award] and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ [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 general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work
- (d) Appendix 1
- (e) Appendix 2;
- (f) Annex "B, Basis of Payment;
- (g) the Contractor's bid dated _____ [To be inserted at Contract Award]

6.12 Insurance - 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".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the

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administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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 - Lower Fraser River Area, BC (A)

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 Indigenous groups, 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:

• Lower Fraser River (LFR) area of BC.

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

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 educational opportunities, support and assistance for teachers with tanks and assist with the development and delivery of a spring fry release program.

General activities may include, but are not limited to:

- Salmonids in the Classroom and Stream to Sea Activities provides support and maintenance of the DFO classroom incubation program with approximately 400 incubation units. Responsibilities and activities include organizing teacher in-service workshops, liaising with school districts to arrange for support to the program through district coordinators, providing technical support, arranging equipment and supplies, coordinating egg deliveries with local hatcheries, keeping accurate records of all eggs transferred and fry released, and coordinating equipment purchasing plans. Encourage participation from teachers and ensure recognition for years of service. Provide teaching and learning opportunities for students and adults, time permitting.
- 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 vellow 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 and support as needed. LFR community groups and attend community events, assist volunteer hatcheries and community groups, collaborate on the development of DFO resources and participate in DFO training, evaluation and assessment opportunities. Time permitting, the contractor may work directly with CA's, hatchery support biologists and hatchery techs in the field to participate in and learn about seasonal field activities that take place in the area.

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 2. The contractor is expected to carry out work associated with this contract at sites listed in Appendix 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. Some evening and weekend work will be required.

LANGUAGE OF WORK

Services provided will be in English.

TRAVEL AND LIVING EXPENSES:

There is no travel for this requirement

CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the Scope of work (Appendix 1) with the Community Advisor or Section Head 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 Section Head, or as delivery and coordination situations require.

The Contractor is required to maintain communication with the Community Advisors 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 Advisors 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 Advisors are the primary contact and final decision-making authority for all issues related to activities paid for by this contract.

The Community Advisors are 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 Advisors 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 Advisors are responsible for providing and approving templates for biological record keeping.

The Community Advisors are 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 1, Scope of Work.

| Appendix 1: | | | | | |
|---|---|--|---|--|--|
| | 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 950-1150 | As needed for projects listed in LFR Annex A and agreed upon with CA. 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 LFR 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 inservice teacher training Maintain and update Salmonids in the Classroom resource website Participate in DFO training and working groups as identified by the CA | PAR Licences, SEP Best Management Procedures (BMPs) Teacher recognition items Salmon eggs for LFR area program Supplies for SIC program, tanks, filters, water testing kits, water conditioning products, other equipment as needed. Items for teachers to use in classrooms, sticker, buttons, key chains, posters etc Printing and photocopying as needed Fish food for classroom incubation fish. Provide salmon for classroom dissections, provide helper for preparing fish, provide storage areas and freezers for fish. Brood Summary Report format CA support and storage for materials as needed | Data for Brood Summary submission, in season summaries to ensure PAR requirements are met Summaries 2 times per year (September & June) detailing participating teachers, schools, coordinators and locations and type of chillers Summary of adults collected for classroom dissections | |
| Educational and Outreach Materials | All year 75 - 100 | As needed for projects listed in LFR Annex A and agreed upon with CA. • Facilitate communication by liaising with DFO staff, | Ca's to work with EC in development and review process as needed | Updates and reporting in monthly summary or as requested by CA | |

| | | schools and educators Maintain Salmonids in the Classroom newsletter and website 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 | Printing and photocopying as needed CA support and storage for materials as needed | |
|---------------------------------|-----------------------|---|---|---|
| Storm Drain Marking | All Year 200 - 250 | As needed for projects listed in LFR Annex A and agreed upon with CA. • Maintain support network of SDM Community Partners in the LFR area. • 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 300 - 400 | As needed for projects listed in LFR Annex A and agreed upon with CA. 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 125 - 150 | SEP Community Workshop held every 2nd (odd) year LFR Area SEP CIP volunteer recognition event held every 2nd (even) year Development and review of new educational materials and resources Support for Egg to Fry displays Engage with DFO CIP area staff | 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 |

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| Reporting | 35 - 45 | Monthly report of EC activities Other reports and summaries as requested by CA's | Monthly reports and of summaries as reques by CA's | |
|-----------|---------|--|--|--|
|-----------|---------|--|--|--|

Appendix 2:

Lower Fraser River Area School Districts & Community Involvement Projects

Community Advisor Area – Burrard Inlet, Indian Arm, Vancouver

- **Burrard Inlet Marine Enhancement Society**
- Morten Creek Salmonid Enhancement Project
- North Shore Fish & Game Club, Mackay Creek Hatchery
- North Shore Streamkeepers
- Port Moody Ecological Society
- Reed Point Marine Education Centre
- Seymour Salmonid Society
- Spanish Bank Streamkeepers
- Vancouver School District
- North Vancouver School District

Community Advisor Area - North Side of the Fraser

- Port Coguitlam & District Hunting and Fishing Club
- Allco Hatchery
- Alouette River Management Society
- Beecher Creek Streamkeepers
- Bell-Irving Kanaka Hatchery
- Byrne Creek Streamkeepers
- Eagle Creek Streamkeepers
- Hoy/Scott Watershed Society
- Hyde Creek Watershed Society
- Kanaka Education and Environmental Partnerships Society
- Kaymar Creek Streamkeepers
- Maple Creek Streamkeepers
- North Fraser Salmon Assistance Project
- River Springs Salmon Enhancement and Streamkeepers
- Sapperton Fish and Game Club
- Stoney Creek Environment Committee
- **Burnaby School District**
- Coquitlam School District
- Maple Ridge School District
- New Westminster School District

Community Advisor Area - West Vancouver & Howe Sound

- Bowen Island Fish and Game Club
- Cheakamus Centre North Vancouver Outdoor School
- District of West Vancouver
- North Shore Wetland Partners
- Squamish River Watershed Society
- West Vancouver Shoreline Preservation Society
- West Vancouver Streamkeepers
- West Vancouver School District
- Squamish School District
- Pemberton/Whistler School District

Community Advisor Area - South Side of the Fraser

- Abbottsford School District
- Abbotsford Ravine Park Salmonid Enhancement Society
- Chilliwack/Hope School District
- Chilliwack Vedder River Cleanup Society
- Cougar Canyon Enhancement
- Cultus Lake Aquatic Stewardship Society
- Fraser Valley Bald Eagle Festival
- Fraser Valley Conservancy
- Fraser Valley Regional Watershed Coalition
- Little Campbell Hatchery
- Miami River Streamkeepers
- Mission School District
- Nickomekl Enhancement Society
- Skowkale First Nation Project
- Tynehead Hatchery
- Delta School District
- Langley School District
- Richmond School District
- Surrey School District
- Yarrow Ecovillage

ANNEX B

BASIS of PAYMENT

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

| Initia | Initial Contract Period: Date of award – March 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 | 1200 | | \$ | | |
| 2. | Educational and Outreach Materials | 100 | \$ | \$ | | |
| 3. | Storm Drain Marking | 250 | \$ | \$ | | |
| 4. | Community Outreach / Liaison | 400 | \$ | \$ | | |
| 5. | Other Activities | 100 | \$ | \$ | | |
| 6. | Reporting | 45 | \$ | \$ | | |
| | \$ | | | | | |
| | \$ | | | | | |
| | \$ | | | | | |

| Opti | Option Period 1 : April 1, 2024 – March 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 | 1200 | \$ | \$ | | |
| 2. | Educational and Outreach Materials | 100 | \$ | \$ | | |
| 3. | Storm Drain Marking | 250 | \$ | \$ | | |
| 4. | Community Outreach / Liaison | 400 | \$ | \$ | | |
| 5. | Other Activities | 100 | \$ | \$ | | |
| 6. | Reporting | 45 | \$ | \$ | | |
| | \$ | | | | | |
| Applicable taxes | | | | \$ | | |
| | All-Inclusive Maximum total Cost | | | | | |

| Option Period 2 : April 1, 2025 – March 31, 2026 | | | | |
|---|---|--|-------------|--|
| 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 | 1200 | \$ | \$ |
| 2. | Educational and Outreach Materials | 100 | \$ | \$ |
| 3. | Storm Drain Marking | 250 | \$ | \$ |
| 4. | Community Outreach / Liaison | 400 | \$ | \$ |
| 5. | Other Activities | 100 | \$ | \$ |
| 6. | Reporting | 45 | \$ | \$ |
| 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.

The following table will be used for the financial evaluation of the bid and will not be included in the resulting contract:

| Contract Duration (Including Option Years) | Total Expected Cost: |
|--|----------------------|
| Contract Award to March 31st, 2026 | \$ |

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ANNEX "C"

EVALUATION CRITERIA

| No. | Mandatory Criteria | Meets Criteria (√) | Proposal Page No. |
|------------|---|-----------------------|----------------------|
| M 1 | 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). | | |
| M 2 | 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: 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 | | |
| М3 | The bidder must have a valid driver's license. A copy of the driver's license must be provided to for evaluation purposes. | | |

| | Rated Criteria | Proposal Page No. | Points Earned |
|----|--|-------------------|---------------|
| R1 | The bidder is to demonstrate their understanding of the requirements of the job, and provide a summary of the intended approach delivery and coordination of activities as described in the scope of work. | | /20 |
| | To demonstrate this experience the bidder is to provide up to 5 examples for prior projects completed. | | |
| | 5 points per project example provided up to a maximum of 20 points | | |
| R2 | The bidder should demonstrate their experience, understanding and familiarity working with community groups, volunteers, Indigenous groups and students. | | /15 |
| | To demonstrate this experience the bidder is to provide up to 3 examples for prior projects completed. | | |
| | 5 points per project example provided up to a maximum of 15 points | | |
| | The bidder is to demonstrate their years of experience working with education projects within the last 10 years | | |
| R3 | To demonstrate this experience the bidder is to provide up to 3 examples for prior projects completed. | | /15 |
| | 5 points for per project example provided up to a maximum of 15 points | | |

| R4 | The bidder is to demonstrate by providing detailed description of projects, recent experience (within last 10 years) with teaching environmental education programs to elementary and high school students, or with training teachers to deliver environmental education programs to elementary and high school students. 5 points will be awarded for each project example provided to demonstrate this experience and understanding (15 points max) | /15 |
|----|---|-----|
| R5 | The bidder is to demonstrate their experience and understanding of the technical aspects associated with the operation and maintenance of salmonid in the classroom incubators (aquaria). To demonstrate this experience and understanding, the bidder is to provide 2 project examples that include; a) the maintenance and set up incubation units, b) teacher training for new and returning teachers, c) teacher support, and d) fry release protocols. 5 points awarded for each example provided to demonstrate this experience (10 points max) | /10 |
| | | /75 |