

**REQUEST FOR PROPOSAL**

**RETURN BIDS TO:**

Environment Canada  
Procurement and Contracting  
867 Lakeshore Road  
P.O. Box 5050  
Burlington, Ontario  
L7R 4A6

**Title: St. Marys River Rapids Habitat Feasibility Study**

**Date: 31 July 2013**

**Request For Proposal No: KW405-13-0614**

**Solicitation Closes**

**At: 14:00:00 HRS. EST**

**On: 10 September 2013**

**Address Enquiries To: Heidi Noble**

**Telephone No: (905) 319-6982  
Facsimile No: (905) 336-8907  
E-Mail: heidi.noble@ec.gc.ca**

**CONTRACTOR NAME & ADDRESS**

(Print or type complete legal entity)

.....  
.....  
.....  
.....  
.....  
.....

**Telephone No:** .....

**Facsimile No:** .....

I (We), the undersigned, hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Environment, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services and/or supplies listed herein and on any attached sheets at the price(s) set out therefor.

.....  
Name and title of person authorized to sign on behalf of vendor (type or print).

.....  
**Signature**

.....  
**Date**

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## SECTION 1 PROPOSAL INSTRUCTIONS

### 1. RECEIPT

The specified office will receive the sealed proposals or revisions up until the time and date specified on page 1 of the Request For Proposal.

### 2. UNACCEPTABLE

Proposals received after the proposal closing time will not be considered.

Faxed and Electronic proposals will **not** be accepted.

Proposals **NOT** submitted with a duly completed Financial Proposal (Offer of Service) form in the format specified by the Department will not be accepted.

Incomplete proposals will be considered non-responsive and rejected, and will not be evaluated further.

Any Financial Proposal (Offer of Service) that exceeds the stated ceiling or maximum price, if any, shall be considered non-responsive and rejected.

Proposals not signed on page 1 of the Request For Proposal document shall be considered non-responsive and rejected.

### 3. ACCEPTANCE

The Department will not necessarily accept the lowest priced or any of the proposals submitted.

### 4. COMPLETION

The Request For Proposal document must be completed, **in duplicate**, and submitted in the format presented by the Department

Proposals must include the following:

- a) an indication of an understanding of the objectives and responsibilities, a methodology and a time schedule as it relates to the requirements;
- b) a Corporate resume indicating relevant experience, the proposed personnel for the work team including their curriculum vitae;
- c) a list, if applicable, of subcontractor(s) including full names and address, portion(s) of work to be subcontracted and relevant firm experience.

Proposals which do not contain the above-mentioned documentation or deviate from the prescribed costing format shall be considered incomplete and non-responsive and shall be rejected.

**It is the bidder's responsibility to ensure his/her complete understanding of the requirements and instructions specified by the Department. In the event clarification is necessary, bidders are advised to contact the Contracting Authority prior to making their submissions.**

#### **4. REFERENCE**

If your proposal is of \$200,000 or more and your organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or your proposal will not be considered.

The Department of Environment reserves the right, before awarding the Contract, to require the Contractor to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the contractor.

#### **5. ENQUIRIES**

All enquiries regarding the solicitation must be submitted in writing to the Contracting Authority named on page 1 of this document as early as possible in the solicitation period. Enquiries must be received no less than eight (8) calendar days prior to the closing date to provide sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the closing of date of the solicitation.

All enquiries and other communications with government officials through the solicitation period are to be directed **ONLY** to the Contracting Authority named on page 1 of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

## SECTION 2 FINANCIAL PROPOSAL

### OFFER OF SERVICE

#### 1. PROFESSIONAL SERVICES AND ASSOCIATED COSTS

##### 1.1 Professional Services

The following is a breakdown for the Professional Services (show fee structure all-inclusive of profit and overhead). Overhead includes indirect costs such as liability insurance and days not worked due to statutory, sick, vacation and self-development days.

<u>Name (&amp; Title) of Personnel</u>	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	.....	\$ .....
.....	\$.....	.....	\$ .....
.....	\$.....	.....	\$ .....

**OR**

<u>Name (&amp; Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Hours</u>
.....	\$.....	.....
.....	\$.....	.....

**OR**

<u>Cost Per Sample/Word/Page</u>	<u>Special Rates (including requested changes)</u>
\$.....	\$.....

1.2 Travel Expenses

(Some travel is anticipated and you should budget accordingly).

Reimbursable at cost in accordance with the attached Treasury Board Travel Directive that is in effect at the time of travel (refer to Appendix A for current rates) and supported by receipts, vouchers, or other appropriate documents, to a financial limitation of:

\$ \_\_\_\_\_

My/Our estimate for travel expenses is based upon the following anticipated travel requirements:

1.3 Subcontractors

List subcontractors, including all direct charges and travel and living costs which will be to the account of the subcontractor:

Total estimated subcontractors: \$ \_\_\_\_\_

1.4 TOTAL TENDER PRICE  
(Canadian Currency)

\$ .....

+ HST \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

As a general rule, federal departments obtain services free of provincial ad valorem tax.

- 1. The Offer of Service will remain firm for a period of sixty (60) calendar days after the tender closing date.
2. Any resultant contract is for services, and will not be an employment contract. You must make your own arrangements for Canada Pension Plan, Unemployment Insurance, Workers' Compensation, Income Tax, Liability Insurance, etc. Your daily or hourly rate should reflect those overhead costs, as well as days not worked due to statutory, sick, vacation and self-development days.
3. Payment for professional services and associated costs will be effected upon completion, and acceptance by the departmental representative, or each phase of the work, and the submission of an invoice(s) detailing the work completed and delivered to date.

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4. **Liability Insurance:** Your attention is drawn to the Liability and Indemnification clauses in the General Conditions. It is recommended that your financial proposal include the cost of obtaining adequate contractor's Liability Insurance to protect yourself and Her Majesty from liability claims brought by third parties, and for loss and or damage to Crown property for which you may be legally liable.

## **SECTION 3 REQUIREMENT/ STATEMENT OF WORK**

### **1. REQUIREMENT**

To provide a St. Marys River Rapids habitat feasibility study in accordance with the statement of work detailed herein.

### **2. PERIOD OF CONTRACT**

The proposed contract will be from the date of contract award, approximately 16 September 2013 to 31 March 2015.

### **3. BASIS OF PAYMENT**

Should a contract be awarded, the basis of payment will be determined using the bidder's Financial Proposal as per Section 2.

**The maximum budget allocated for this project shall not exceed \$130,000.00 (HST extra), (including all labour, associated costs, travel, and subcontractors). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.**

### **4. METHOD OF PAYMENT**

Payment will be made monthly, in arrears, upon submission of a detailed invoice indicating work completed to date, and upon acceptance of the work and invoice by the Scientific Authority prior to invoice payment.

### **5. CONTRACTING AUTHORITY**

Heidi Noble  
Contracting Officer  
Procurement & Contracting  
Environment Canada  
Canada Centre For Inland Waters  
867 Lakeshore Road  
Burlington, Ontario  
L7R 4A6

Telephone : (905) 319-6982  
Fax: (905) 336-8907

### **6. STATEMENT OF WORK**

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## **Background**

Environment Canada plays a key role in delivering on the commitments of the *Canada-U.S. Great Lakes Water Quality Agreement*<sup>1</sup>. The binational agreement was amended in 2012, and in doing so, both countries reaffirmed their commitment to protect and restore Areas of Concern. Part of the responsibility involves restoring beneficial uses that have become impaired within Areas of Concern through the development and implementation of Remedial Action Plans.

An Area of Concern (AOC) is a geographic area on the Great Lakes where significant environmental impairment has occurred as a result of human activities at the local level. There are currently 9 AOCs in Canada, 25 in the United States, and 5 that are shared by both countries; including the St. Marys River. The St. Marys River is the naturally occurring outflow of Lake Superior to Lake Huron, 112 kilometres long. It is an integral part of the Great Lakes – St. Lawrence Seaway, and acts as a border between Ontario and Michigan. The two largest settlements are the cities of Sault Ste. Marie, Ontario and Sault Ste. Marie, Michigan; with a combined population of around 100,000.

As with all AOCs, a Remedial Action Plan (RAP) has been developed to guide restoration and protection efforts within the St. Marys River AOC, which stretches across nearly two thirds of the river, starting at Whitefish Bay by Gros Cap, downstream to St. Joseph Island (see Map, p. 7).

The first phase for the St. Marys River RAP assessed the environmental challenges and stressors within the AOC; the findings of which are outlined in the 1992 document, *The St. Marys River Area of Concern Environmental Conditions and Problem Definitions: Stage 1*<sup>2</sup>. During the second phase, a number of remedial actions were proposed with the intended purpose of addressing these environmental problems; which are presented in the 2002 document, *The St. Marys River Area of Concern Remedial Strategies for Ecosystem Restoration: Stage 2*<sup>2</sup>. The Stage 2 RAP includes a list of over 50 remedial actions intended to restore the AOC environment by focusing on the AOC's Beneficial Use Impairments (BUIs).

Of the 14 possible BUIs identified under the *Great Lakes Water Quality Agreement*, 9 were deemed "impaired" for the St. Marys River AOC, and one required further assessment (see Table 1, p. 8). One of the impairments was the *loss of fish and wildlife habitat*.

In helping to prepare the Stage 2 RAP, a multi-agency Flora & Fauna Task Team assessed and identified a number of remedial actions that could help address the loss of fish and wildlife habitat BUI. One such action is the remediation of rapids habitat within the St. Marys River (Action Flora & Fauna 6, or FF-6). As discussed on pages 71-73 of the Stage 2 RAP, there are a number of potential options: ensuring appropriate

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<sup>1</sup> *Great Lakes Water Quality Agreement* available for download at: [www.ec.gc.ca/greatlakes](http://www.ec.gc.ca/greatlakes)

<sup>2</sup> Stage 1 RAP report available for download at: [www.ssmrca.ca/st-marys-river/remedial-action-plan](http://www.ssmrca.ca/st-marys-river/remedial-action-plan)



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water levels and flows over the Big Rapids (FF-6a); adding substrate to the Big Rapids (FF-6b); creating new or augmenting existing rapids areas elsewhere in the St. Marys River (FF-6c and f); creating alternatives to rapids habitat (FF-6d); creating wetlands in association with the existing Big Rapids (FF-6e); and enhancing habitat and water quality in tributary watersheds (FF-6g).

### **Objective**

The successful proponent will determine the physical, ecological and economic feasibility of undertaking actions FF-6 c and f (creating new or augmenting existing rapids areas in the St. Marys River) and FF-6e (creating wetlands in association with the existing Big Rapids), as outlined in the St. Marys River Stage 2 RAP report.

This project will not be seeking preliminary or detailed designs, but instead the determination of the feasibility for developing designs that will work in the selected locations of the study.

The results of the feasibility study will be used to support future discussions with respect to creating and/or restoring rapids habitat in a manner that realizes the greatest ecological gains based on what is physically feasible, and thus enhance spawning opportunities for fish species indigenous to the St. Marys River and/or its tributaries.

In undertaking the tasks outlined below, it is paramount that any future rapids habitat project must function from a hydrologic and geomorphic perspective.

### **Study Area**

The study area is to be limited to the Canadian side of the St. Marys River. As outlined in the individual tasks below, the study area includes: the “Big Rapids” of the St. Marys River near the city of Sault Ste. Marie; the northern shoreline of the St. Marys River downstream of the “Big Rapids”; and tributaries to the St. Marys River, including Big Carp River, Fort Creek, Root River, Garden River, Echo River and Bar River (see Map, p 7).

### **Descriptions of Deliverables**

The successful proponent will be required to:

Task 1. Collect the necessary data and evaluate the physical, ecological and economic feasibility of creating or augmenting rapids habitat in the St. Marys River downstream from the Big Rapids:

- a. Collect the required empirical physical measurements and determine whether it is geomorphically and ecologically feasible to create and/or augment rapids habitat within the St. Marys River and/or its tributaries. Major tributaries of interest include the Big Carp River, Fort Creek, Root River\*, Garden River\*, Echo River\* and Bar River. Identify

specific areas that have the hydrologic and physical characteristics required to support rapids regeneration. Vertical drop, substrate type, streambank characteristics, the potential for ice scouring, flow velocities, and other factors will be accounted for at each site. Artificial rapids would have to be designed to incorporate sea lamprey control mechanisms. [Action FF-6 c]

\* These rivers are on the lands of the Garden River First Nation, and permission will be required from the Administrative Office and/or Band Council before doing any fieldwork.

- b. Collect the required empirical physical measurements and determine whether it is geomorphically and ecologically feasible to create a simulated/artificial rapids area in the tailrace of the Brookfield Power hydroelectric generating station, just upstream from Fort Creek. Identify the design features necessary for a sustained rapids habitat. Materials, techniques and features appropriate to the hydrologic and physical characteristics of the area will be accounted for, considering the fast current and its erosional forces. [Action FF-6 f] The working assumption for this site is that there will not be an opportunity to alter the flows coming from the generating station, and thus the current operating regime must be a controlling factor when determining if there is a design approach that will fit physically and geomorphically.
- c. Determine the approximate economic costs for creating and/or augmenting rapids habitat within these areas deemed ecologically feasible, and identify the relevant stakeholders – i.e., government agencies and landowners – that would be implicated.

Note: A case study to be cognizant of – and to learn from – is the Little Rapids habitat restoration project currently being planned by the Governments of Michigan and the United States. It may be advantageous for the successful proponent to engage the appropriate U.S. authorities to learn from their experience.

Task 2. Collect the necessary data and evaluate the physical, ecological and economic feasibility of creating or augmenting aquatic habitat in the “Big Rapids” of the St. Marys River [whereas Task 1 focuses only on rapids habitat, Task 2 will include both rapids and wetlands]:

- a. Collect the required empirical physical measurements and determine whether it is geomorphically and ecological feasibility to create or augment rapids and/or wetland habitat downstream of Whitefish Island\*, with the purpose of connecting it to the adjacent remnant “Big Rapids”. Identify the design features necessary for a sustained wetlands/rapids habitat. Materials, techniques and features appropriate to the hydrologic, geomorphic and physical characteristics of the area will be accounted, for considering the fast current and erosional forces of the rapids. [Action FF-6 e]  
\* Whitefish Island belongs to the Batchewana First Nation, and permission will be required from the Administrative Office and/or Band Council before doing any fieldwork.
- b. Determine the appropriate economic costs for creating/augmenting the new wetlands/rapids in this area, and identify the relevant stakeholders – i.e., government agencies and landowners – that would be implicated.

Task 3. Summarize and discuss the study methods, data collection, analysis, discussion, conclusions and recommendations in a summary report and PowerPoint presentation; along with the relevant tables, figures, data, photographs, etc.

**Resources:**

Environment Canada has provided in this RFP the following items:

1. Environment Canada et. al. 2002. St. Marys River Stage 2 Remedial Action Plan (RAP).
2. Environmental Hydraulics Group. 1995. St. Marys Rapids Hydrology Study.
3. Flora & Fauna Task Team. 1995. Stage 2 Report for the St. Marys River RAP.
4. Flora & Fauna Task Team. 1995. Survey on St. Marys River Geozones and Habitat.
5. Mackey et al. 2011. Ecological Evaluation of Lake Superior Regulation Plans for the International Upper Great Lakes Levels Study: St. Marys River Evaluation and Restoration.

Environment Canada will provide the successful proponent with:

Contact information and introduction to relevant government officials that may provide additional information, reports, data, and guidance useful for the delivery of the contract; including available data on water levels and flows within the St. Marys River as measured at the Compensating Works (dam).

**Work Schedule and Reporting (tentative guide):**

Milestone	Completion/Submission date
Initiate contract	September 16, 2013
Project Kick-Off Meeting	September 18, 2013
Collect necessary data (fieldwork and desktop audit)	September 2013 – September 2014
Submit initial progress report	November 29, 2013
Submit first draft summary report	February 28, 2014
Submit penultimate summary report	June 27, 2014
Submit final summary report	October 17, 2014

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Presentation at a community public meeting	March 31, 2015
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**Deliverables:**

Initial progress report

A report on the work performed to date, and any preliminary findings. To be an electronic copy.

Summary report

A report on the completed methods, collected data, analysis, discussion, conclusions and recommendations. To include relevant tables, figures, data, photographs, etc. To be an electronic copy and three hard copies.

PowerPoint presentation

A slide presentation capturing the main elements of the summary report, and delivery of the presentation (with question and answer period) at a community public meeting. To be an electronic copy.

**Map: St. Marys River Area of Concern**



**Table 1: Environmental status within the St. Marys River AOC**

Beneficial Use Impairment	Status
1. Restrictions on Fish and Wildlife Consumption [specific to fish]	I
2. Tainting of Fish and Wildlife Flavour	NI
3. Degradation of Fish and Wildlife Populations [specific to fish population dynamics and body burdens; those for wildlife RFA]	I
4. Fish Tumours and Other Deformities	I
5. Bird and Animal Deformities or Reproductive Problems	RFA
6. Degradation of Benthos	I
7. Restrictions on Dredging Activities	I
8. Eutrophication or Undesirable Algae	I
9. Restrictions on Drinking Water Consumption or Taste and Odour Problems	NI
10. Beach Closures	I
11. Degradation of Aesthetics	I
12. Added Cost to Agriculture and Industry	NI
13. Degradation of Phytoplankton and Zooplankton	NI
14. Loss of Fish and Wildlife Habitat	I
<p>I = Impaired; RFA = Requires Further Assessment; NI = Not Impaired</p>	

## 7. **EVALUATION OF BIDS**

Environment Canada will evaluate the bids received based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) assessment of all deliverables including technical solicitation;
- c) other criteria (i.e. delivery date, price for a technically compliant proposal).

### 7.1 **Evaluation Criteria**

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

#### **Rated Criteria**

##### **Technical**

Capacity, physical resources, demonstrated past performance – **20 points**

Fieldwork experience in aquatic habitat (rapids and wetlands) studies – **20 points**

Experience in aquatic habitat (rapids and wetlands) restoration planning – **25 points**

Experience collecting data (i.e., biotic, hydrometric, geomorphic, bathymetric) and working through an analytical process using relevant models/software to determine potential geomorphic feasibility; and performing Quality Assurance/Control checking – **25 points**

Experience working on issues related to Great Lakes Areas of Concern – **10 points**

##### **Cost – 20 points**

Proposals will be evaluated out of 120.

The proposal with the highest technical points receives the maximum 120 points, and all lower technical proposals will be pro-rated relative to the bid with the highest technical points.

The proposal with the lowest price receives the maximum 20 points, and all higher priced proposals will be pro-rated relative to the lowest price.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

Proposals totaling more than \$130,000.00 (including all labour, associated costs, travel, and subcontractors) + HST will not be considered.

## 7.2 **Basis of Selection**

Any proposal not meeting the mandatory requirements of the Request for Proposal will be considered non-responsive and will be given no further consideration. Environment Canada will cease evaluating your proposal as soon as it is determined that your bid is non-compliant.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements of the Request For Proposal.

# **SECTION 4 TERMS OF PAYMENT**

## **TP1 BASIS OF PAYMENT**

- 1.1 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.
- 1.2 Travel, living and other miscellaneous expenses that are a direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for markup or profit.

Original invoices or certified true copies must be submitted for reimbursement.

Travel and living expenses shall be reimbursed in accordance with Treasury Board guidelines.

All such expenses require the prior approval of the Departmental Representative.

## **TP2 METHOD OF PAYMENT**

- 2.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.
- 2.2 Payment by Her Majesty to the Contractor for the work shall be made:
  - 2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;



- 2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- 2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

**TP3 PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

- 3.1 In this section, an amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.
- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- 3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the “Average Rate” plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.
- 3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

**TP4 GOODS AND SERVICES TAX**

The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is, unless otherwise indicated herein, excluded from the contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST or HST paid or due to Revenue Canada. All invoices submitted containing GST or HST will list GST or HST as a separate item or contain a statement that GST or HST is included in the invoice price.

**SECTION 5 GENERAL CONDITIONS**

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**GC1 INTERPRETATION**

- 1.1 In the contract,
  - 1.1.1 “Contract” means the contract documents referred to in the Articles of Agreement;
  - 1.1.2 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
  - 1.1.3 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and the Minister’s successors in the office, and the Minister’s or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;
  - 1.1.4 “Work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
  - 1.1.5 “Departmental Representative” means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative’s functions under the contract;
  - 1.1.6 “Prototype” includes models, patterns and samples;
  - 1.1.7 “Technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

**GC2 SUCCESSORS AND ASSIGNS**

The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 ASSIGNMENT**

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

**GC4 TIME OF THE ESSENCE**

- 4.1 Time is of the essence of the contract.



- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of **GC4.3**, Her Majesty may exercise any right of termination contained in **GC8**.

## **GC5 LIABILITY AND INDEMNIFICATION**

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by employees or agents employed by the Contractor due to their negligence in carrying out the services described herein.
- 5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described herein.

**GC6 NOTICES**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC7 CANADIAN LABOUR AND MATERIALS**

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

**GC8 TERMINATION OR SUSPENSION**

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under **GC8.2**, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

- 8.4 Payment and reimbursement under the provisions of **GC8** shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of **GC8** except as expressly provided therein.

**GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
  - (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the work in whole or in part under **GC9.1**, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 9.3 Upon termination of the work under **GC9.1**, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the

Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under **GC9.1**, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to **GC8.1** and the rights and obligations of the parties hereto shall be governed by **GC8.1**.

**GC10 RECORDS TO BE KEPT BY CONTRACTOR**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

**GC11 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT**

The Crown is invoking Section 6.4.1 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts. Environment Canada has determined that the information gathered arising from the performance of the work under the Contract will vest in Canada, on the following grounds: To generate knowledge / information for public dissemination.

**GC12 CONFLICT OF INTEREST**

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.
- 12.2 It is a term of the contract:
- (1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and
  - (2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

### **GC13 CONTRACTOR STATUS**

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

### **GC14 WARRANTY BY CONTRACTOR**

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

### **GC15 MEMBER OF HOUSE OF COMMONS**

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

### **GC16 AMENDMENTS**

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC17 ENTIRE AGREEMENT**

17.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

**GC18 CRIMINAL CODE PROHIBITIONS**

Subsection 784(3) of the Criminal Code prohibits anyone who has been convicted for an offence under:

- Section 121 - Frauds upon the Government
- Section 124 - Selling or Purchasing Office
- Section 418 - Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

**GC19 ECOLOGO**

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

**GC20 USE OF ELECTRONIC NETWORKS**

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

**GC21 CONFIDENTIALITY CLAUSE**

21.1 The parties anticipate that it may be necessary to transfer to each other information relating to the Licensed Process, Patents, Trade-Mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during the life of this Agreement and for a period of five years after expiration or termination of this Agreement. Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this



Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

## **SECTION 6 SUPPLEMENTAL CONDITIONS**

### **1. INTERNATIONAL SANCTIONS**

- 1.1 Persons and companies in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

- 1.2 The Contractor must not supply to Canada any goods or services which are subject to economic sanctions.
- 1.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the addition of a country to the list of sanctioned countries or additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to the force majeure shall then apply.

### **2. NO BRIBE**

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

### **3. SECURITY REQUIREMENTS**

- 3.1 The Contractor and/or personnel assigned on this Contract must have a Basic Reliability Check in accordance with the Security Policy of the Government of Canada.

### **4. PROVINCIAL SALES TAX**

- 4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

British Columbia	005521
Prince Edward Island	OP-10000-250
Manitoba	390516-0
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Ontario	11708174G
Quebec	Q-398-SS-3921-1-P
Newfoundland	32243-0-09

In all other provinces, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.

**Federal Contractors Program for Employment Equity**

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contract Regulations* (GCRs) (currently \$25,000 including applicable taxes) by Human Resources Development Canada-Labour (HRDC-Labour), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE) for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

Signature of authorized representative: \_\_\_\_\_

The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.

## Appendix A - Kilometre rates

Effective April 1, 2013

1. The rates payable in cents per kilometre for authorized official use of private cars within and outside the headquarters area during the calendar year are shown below:

Cents/km  
(taxes included)

### 1.1 Employer Requested Rate

— Alberta	50.0
— British Columbia	49.5
— Manitoba	45.5
— New Brunswick	49.5
— Newfoundland and Labrador	52.5
— Northwest Territories	58.5
— Nova Scotia	50.5
— Nunavut	58.5
— Ontario	55.0
— Prince Edward Island	49.5
— Quebec	56.5
— Saskatchewan	44.0
— Yukon	61.0

**Note:** Rates are always paid in Canadian funds (Ref. 2.11.2)

## Appendix A – Meals and allowances

Effective April 1, 2013

### 1. Travel in Canada

#### 1.1 Private non-commercial accommodation allowance

	Canadian \$ (taxes included)			Nunavut*
	Canada & USA (except Alaska)	Yukon & Alaska	N.W.T.	
1.1 Private non-commercial accommodation allowance	50.00	50.00	50.00	50.00
1.2 Meal allowances				
– breakfast	15.15	19.15	22.30	29.85
– lunch	15.00	18.95	22.10	29.55
– dinner	41.75	50.40	52.20	70.30
1.3 Incidental expense allowances	17.30	17.30	17.30	17.30
1.4 Weekend travel home transportation allowances.				
– two-day weekend	279.70	305.40	327.00	377.10
– three-day weekend	419.55	458.10	490.50	565.65
– four-day weekend	559.40	610.80	654.00	754.20

### 2. Travel in USA

Rates in the USA are the same as in Canada but paid in US funds.

### Former Public Servant Certification – Competitive Requirement

Contracts with 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 with FPS, bidders must provide the information required below.

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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Signed

Date