

REQUEST FOR PROPOSAL

RETURN BIDS TO:

Title: Analysis for Pico-Nanophytoplankton & Bacterioplankton

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

Date: 30 September 2013

Request For Proposal No: KW405-13-0897

Solicitation Closes

At: 14:00:00 HRS. EDT

On: 15 October 2013

Address Enquiries To: Karen Flecknell

**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

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.

5. MANDATORY T4A DOCUMENTATION

The successful contractor **must** provide the T4A documentation referenced herein **prior to a contract award**. Failure to provide this information will make the contractor's bid non-responsive.

6. 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.

7. 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.

For the period of Contract award to 31 March 2014

	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
1200 picoplankton samples			
.....	\$.....	\$

For the period 01 April 2014 to 31 March 2015

	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
1050 picoplankton samples			
.....	\$.....	\$
140 FISH stained cells			
.....	\$.....	\$

For the period 01 April 2015 to 31 March 2013

	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
900 picoplankton samples			
.....	\$.....	\$

1.2 Travel Expenses

N/A

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.
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 set-up, sample preparation and flow-cytometric analysis of aquatic picoplankton samples and FISH stained cells (where requested) including QC and identification of specific phytoplankton groups in accordance with the Statement of Work detailed herein.

2. PERIOD OF CONTRACT

The proposed contract will be from the date of contract award to 31 March 2016.

Option to Extend Contract

It is understood and agreed that the contractor grants to Environment Canada the irrevocable option to extend the term of the proposed contract for two one year periods (from April 01, 2014 to 31 March 2015 and April 01, 2015 to 30 March 2016) under the same terms and conditions. Environment Canada may exercise this option at any time by sending a notice to the contractor at least fifteen (15) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provisions of the contract.

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 \$68,000.00 (this amounts includes the two option years) (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**

Background

The selected contractor will perform flow-cytometric analysis of paraformaldehyde-preserved samples (frozen at -80°C) which have been collected in sampling and monitoring programmes on the Great Lakes, Lake Winnipeg, Lake of the Woods, Experimental Lakes Area and other programmes at Environment Canada.

The analyses will include instrument set up, sample preparation (including staining, for bacteria quantification where required) and flow-cytometric analysis of aquatic picoplankton and bacterioplankton samples, as well as QC and identification of specific groups as shown below.

Where required, the selected contractor will provide the flow-cytometric enumeration of *fluorescence in situ hybridization* (FISH) –stained cells; these data will be used to evaluate alkaline phosphatase activity (APA) for specific size and pigment groups

All samples will be analyzed using flow-cytometric protocols designed specifically for aquatic samples and final data will be presented as cell concentrations (cells/ml). Analysis of the following cell categories shall be provided:

Phytoplankton Group	Reported as
Total Phytoplankton	Abundance of Total Phytoplankton in N/ml, corrected for volume of sample.
Phycoerythrin <i>Synechococcus</i>	Abundance of Phycoerythrin <i>Synechococcus</i> in N/ml, corrected for volume of sample.
Phycocyanin <i>Synechococcus</i>	Abundance of Phycocyanin <i>Synechococcus</i> in N/ml, corrected for volume of sample.
Photoeukaryotes	Abundance of Photoeukaryotes in N/ml, corrected for volume of sample.
Cryptophytes (eukaryotic)	Abundance of Cryptophytes in N/ml, corrected for volume of

	sample.
Bacterioplankton (DNA stained)	Abundance of bacterioplankton in N/ml, corrected for volume of sample.
(where required) Development and application of protocols to quantify FISH – stained and unstained phytoplankton cells, resolved into fluorescence-based and/or heterotrophic/autotrophic groups	Abundance of cells in N/ml, corrected for volume of sample.

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.

Mandatory Criteria

Submitted proposals will be evaluated based on the experience, protocols (including quality control), expertise and estimated costs of the Contractor. Costing should include setup Fees, Analytical and Sampling costs and Reporting/ Administrative Expenses, and be estimated over the life of the contract.

The successful bidder must meet the following mandatory criteria. The aggregate of all prices for all items detailed in the listed mandatory services will be evaluated. Prices must be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax (GST/HST) excluded, FOB destination, Canadian customs duties and excise taxes included. The maximum funding available for the Contract resulting from the bid solicitation is per annum (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Basis of Selection

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;

(b) meet all mandatory criteria

2. Bids not meeting (a) or (b) will be declared non responsive. The responsive bid with the lowest aggregate price will be recommended for award of a contract, provided that the evaluated price does not exceed the budget available for this requirement.

	The successful analytical laboratory must be able to provide the following
1	Highly resolved pico- and nannoplankton and bacteria cell counts carried out using rapid flow cytometric techniques to avoid sample degradation during analysis
2	Quantification of total picoplankton, and different picoplankton size classes and uniquely pigmented groups, as follows:
	2a Total Phytoplankton in N/mL
	2b Phycoerythrin <i>Synechococcus</i> in N/mL
	2c Phycocyanin <i>Synechococcus</i> in N/mL
	2d Photoeukaryotes <20 um in N/mL
	2e Cryptophytes in N/mL
3	Quantification of total bacteria in N/mL, using a DNA stain
	Quantification of FISH stained and unstained cells (chlorophyll (chl _a)- fluorescent and DNA-stained (bacteria)) in N/mL
8	Results in a timely manner with a maximum turnaround time of 6 months. Preference will be given for laboratories that can complete their analysis within a 30-90-day window
9	Capacity to accommodate prolonged sample storage (where required) of paraformaldehyde-preserved, frozen (-80C) samples with no degradation or loss of data
10	Documented use of exacting QC
11	Documented experience in the above flow-cytometric plankton analysis with samples from inland waters, which must include the Great Lakes and Lake Winnipeg Basin.
12	Documented expertise in flow-cytometric method development and plankton analysis Proof of this experience shown with: <ul style="list-style-type: none"> a) a minimum of 10 publications and reports which demonstrate experience and expertise in flow cytometric analysis of plankton size analysis from a diversity of aquatic systems b) a minimum of 10 publications and reports which demonstrate experience and expertise method development using different staining techniques and flow cytometric cell sorting and enumeration

Proposals will be evaluated on meeting all of the mandatory requirements and lowest cost.

Proposals totaling more than \$68,000.00 (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) is, unless otherwise indicated herein, excluded from the contract price. The GST, 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 paid or due to Revenue Canada. All invoices submitted containing GST will list GST as a separate item or contain a statement that GST is included in the invoice price.

SECTION 5 GENERAL CONDITIONS

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

Interpretation

- 11.1 "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

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- 11.2 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 11.3 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- 11.4 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- 11.5 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 11.6 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 11.7 "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.
- 11.8 The Crown is invoking Section 6.4.1 of the Treasury Board Policy on Titles to Intellectual Property Arising under Crown Procurement Contracts. Environment Canada has determined that the main purpose of the deliverables contracted for is to generate knowledge/information for public dissemination.

Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and the Background Information as required by the Contract.

- 11.9 The Crown requires a royalty-free license to have the right to use, or have used by a third party, the Foreground owned by the Contractor for Government of Canada activities. The right to use the Foreground could include, without being limited to, the right to manufacture, reproduce and modify.

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 are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), R.S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c.E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions:

- a) United Nations Iraq Regulations;
- b) United Nations Libya Regulations;
- c) United Nations Federal Republic of Yugoslavia (Serbia and Montenegro)

1.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada and goods or services which are subject to economic sanctions as described in paragraph 1 above.

1.3 During the performance of the Contract should the addition of a country to the list of sanctioned countries or the 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 force majeure shall then apply.

2. LOBBYIST CLAUSE

2.1 Certification - Contingency Fees:

2.1.1 The Contractor certifies that he/she has not directly or indirectly paid or agreed to pay covenants that he/she will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties;

2.1.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract;

2.1.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate the contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

2.2 In this section:

2.2.1 "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

2.2.2 "Employee" means a person with whom the Contractor has an employer/ employee relationship;

2.2.3 "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

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.

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.

Signed

Date