



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub – Ottawa Office
Station 9W088, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

Our file *FP802-130005*

November 25, 2013

Subject: Request for Supply Arrangement No. FP802-130005
**Supply Arrangements for Contaminated Sites Management and
Technical Advisory Services for Environmental Management**

Dear Sir/Madam:

The Department of Fisheries and Oceans has a request to establish up to five (5) Supply Arrangements for three different streams 1) Consulting services for assessing contamination at sites 2) Consulting services for remediating/risk managing contaminated sites and 3) Consulting services to support Compliance with environmental regulations and policies.

Contaminated Sites Management and Technical Advisory Services for Environmental Management to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. Bidders may apply to one or all streams; however each stream requires the submission of a separate proposal. The required services are to be performed during the period commencing upon the date of award of the Supply Arrangement(s) and are to be completed by **March 31, 2015** as detailed in the Statement of Work.

Options to extend the Supply Arrangements:

The Contractor grants to Canada the irrevocable option to extend the term of the Supply Arrangement by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Supply Arrangement, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

If you are interested in undertaking this project, your electronic proposal clearly indicating the title of the work and addressed to the undersigned will be received up to **11:00 hours** (11:00 a.m.) Ottawa Time **on January 03, 2014.**

The SA Supplier working under these potential Supply Arrangements must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Secret level issued by the Canadian and International Industrial Security Directorate

(CISD) of Public Works and Government Services Canada (PWGSC) effective at the time of bid closing.

The SA Supplier's assigned resources working on this contract must EACH hold a valid clearance at the secret level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).

Note: Any SA Supplier Resource working on this contract must hold a valid clearance at the Secret level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

Information classified at the Secret level may not be shared or processed with any Supplier resources that do not have the appropriate clearance level.

It is a condition that, prior to performance of any obligation under any specific project resulting from potential RFP's, the SA Supplier and sub-Suppliers and their employees assigned to the performance of such contract will be security cleared by the federal government at the secret level.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at security@dfo-mpo.gc.ca or at 613-991-3131.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "F-1" (Confirmation of Security Status) attached hereto as Appendix "F", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

Bidders may apply to one or all streams; however each stream requires the submission of a separate proposal. A specific Scope of Work and Merit Criteria in Appendix C and Appendix "D" have been developed for each Stream.

Proposals in response to this Request for Proposals shall be comprised of three (3) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy
- b) **CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy
- c) **CONTENT: VOLUME 3 – CERTIFICATIONS (ATTACHED AT APPENDIX C-1) (MANDATORY)** – one (1) electronic copy

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Section I: Technical Proposal (with no reference to price)

PROPOSAL-ANNEX2

Your proposal must include:

1. An indication of an understanding of the requirement and objectives of the project;
2. A description of the history of the company and the company's years of experience in providing Contaminated Sites Management and Technical Advisory services;
3. A listing of personnel you propose to assign to carry out this work and resumes of each individual's qualifications and experience, particularly as it relates to this project, as per the evaluation criteria in Appendix "D";
4. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;
5. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;
6. Certifications attached hereto as Appendix "C-1" signed and dated.
7. Completed Form "F-1" (Personnel Identification Form) attached hereto as Appendix "F" providing the company name and address and the names and dates of birth of all individuals who will be providing the services.

Section II: Financial Proposal

1. A breakdown of the costs tendered in Appendix "B" – Terms of Payment, including a breakdown of the Professional Services and Associated Costs, which indicates the per diem rates (inclusive of overhead and profit).

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "D".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

If additional information is required, you are requested to contact Beverly Shawana, Senior Contracting Officer, NCR Materials Management at (613) 949-1490, by fax at (613) 991-1297 or e-mail at beverly.shawana@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN DECEMBER 17, 2013 11:00 a.m. (OTTAWA TIME)** TO THE CONTRACT AUTHORITY. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

Beverly Shawana
Senior Contracting Officer
NCR, Materiel Management

Attach.

APPENDICES

**REQUEST FOR SUPPLY ARRANGEMENT (s) - Contaminated Sites Management
and Technical Advisory Services for Environmental Management**

- | | |
|-------------------------|--|
| 1. Letter of Invitation | |
| 2. Annex 1 | Resulting Contract Clauses |
| 3. Appendix "A" | General Conditions |
| 4. Appendix "B"&"B-2" | Terms of Payment |
| 5. Appendix "B-1" | Maximum Allowances for Travel |
| 6. Appendix "C" | Statement of Work |
| 7. Appendix "C-1" | Certifications |
| 8. Appendix "D" | Evaluation Criteria |
| 9. Appendix "E" | Proposal Instructions |
| 10. Appendix "F" | Security Requirements |
| 11. Appendix "G" | Model Task Authorization |
| 12. Appendix "I" | Ownership of Intellectual Property and Other
Property Including Copyright |

Bid Closing Date: December XX, 2013
Time: 11:00 Hours (Ottawa Time)
Financial Coding:
RFSA File No: FP802-130005

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

Supply Arrangements for Contaminated Sites Management and Technical Advisory Services for Environmental Management

1. CONTRACT PERIOD

The required services are to be performed during the period commencing upon contract award and are to be completed by **March 31, 2015** with an option to extend the contract for two (2) additional one (1) year periods as detailed in the Statement of Work

OPTION TO EXTEND THE CONTRACT:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

2. SECURITY CLEARANCE

The Contractor working under this Contract must hold a valid Designated Organization Screening (DOS) level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

The Contractor's resources working on this contract must EACH hold a valid SECRET STATUS granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at security@dfo-mpo.gc.ca or at 613-993-3131.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "F-1" (Confirmation of Security Status) attached hereto as Appendix "F", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

3. REPLACEMENT PERSONNEL

- 3.1 The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 3.2 Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:
- 3.2.1 The reason for the removal of the named person from the project;
- 3.2.2 The name of the proposed replacement;
- 3.2.3 An outline of the qualifications and experience of the proposed replacement;
- 3.2.4 An accepted security clearance certificate, if applicable.
- 3.3 The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 3.4 Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.

4. CRIMINAL CODE OF CANADA

- 4.1 The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:
- Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty.

4.2 It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty,

from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.

5. INSPECTION/ACCEPTANCE

5.1 All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction.

6. AUTHORITIES

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name:	Beverly Shawana
Title:	Senior Contracting Officer
Organization:	Department of Fisheries and Oceans
Address:	200 Kent Street, Station 9W084
Telephone:	(613) 949-1490
Facsimile:	(613) 991-1297
E-mail address:	beverly.shawana@dfp-mpo.gc.ca

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

(b) Technical Authority (To be provided at time of Contract award)

The Technical Authority for the Contract is:

Name:	_____
Title:	_____

Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

(c) Contractor's Representative (To be provided at time of Contract award)

The Contractor's Representative for the Contract is:

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

7. CONDUCT OF THE WORK

7.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge skill, know-how and experience, and the ability to use them effectively to perform the Work.

7.2 The Contractor must:

- (a) Perform the Work diligently and efficiently;
- (b) Except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) Select and employ a sufficient number of qualified people;

(e) Perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;

(f) Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

7.3 The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

7.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at no cost to Canada.

7.5 Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 37, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

7.7 The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

7.8 The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

8. SUSPENSION OF THE WORK

8.1 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 38 or section 39.

- 8.2** When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 8.3** When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

9. DISPUTE RESOLUTION

- 9.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under the Agreement:
- (a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
 - (b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - (c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
- 9.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.
- 9.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
- 9.4** The fees mentioned in subsection 3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
- 9.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental

Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.

- 9.6** Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 9.7** If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.
- 9.8** If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental Mediation procedures shall be used unless the parties agree otherwise.
- 9.9** Negotiations conducted under the Agreement, including those conducted during Mediation, shall be without prejudice.

10. CONFIDENTIALITY

- 10.1** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 10.2** Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 10.3** The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.

11. APPROPRIATE LAW

The resulting contract shall be governed by and construed in accordance with the laws in the Province of Ontario.

12. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

APPENDIX "A"

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. IN THE CONTRACT,

- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property 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.
- 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10 "Prototypes" includes models, patterns and samples.
- 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

- 1.12 “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.
- 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14 A cross reference to a section number is a reference to all its sub-sections.
- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

- 2.1 In the event of discrepancies or conflicts between these General Conditions and anything in the other documents that together form the Contract, these General Conditions govern except that if there is a conflict between these General Conditions and the Articles of Agreement, the Offer of Services, or such similar document, then the Articles of Agreement, the Offer of Services, or such similar document, whichever may be the case, shall govern.

3. SUCCESSORS AND ASSIGNS

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

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty’s interest in the Contract shall include the novation of the Minister’s assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract

shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

5.1 Time is of the essence of the Contract and every part thereof, except as may be otherwise provided.

6. FORCE MAJEURE

6.1 A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that:

6.1.1 was beyond the reasonable control of the Contractor;

6.1.2 could not have reasonably been foreseen;

6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and

6.1.4 occurred without the fault or neglect of the Contractor,

may, subject to subsections 6.2, 6.3 and 6.4 constitute an “excusable delay” provided that the Contractor invokes this subsection by giving notice pursuant to subsection 6.4.

6.2 If any delay in the Contractor’s performance of any obligation under the Contract is caused by delay of a subcontractor, such a delay may constitute an “excusable delay” by the Contractor, only if the delay of the subcontractor meets the criteria for an “excusable delay” by the Contractor pursuant to this section and only to the extent that the Contractor has not contributed to the delay.

6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”

6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:

6.4.1 used its best efforts to minimize the delay and recover lost time;

6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;

6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely

delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and

6.4.4 carried out the work-around-plan approved by the Minister.

6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.

6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.

6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

7. INDEMNIFICATION

7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:

7.1.1 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 employees or agents in performing the Work or as a result of the Work;

7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and

7.1.3 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.

7.2 The Contractor’s liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty’s other rights.

8. NOTICES

8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail,

facsimile or other electronic means that provides a paper record of the text of the notice and confirmation of its receipt by the person at the address stipulated in the Contract. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, on the date upon which the postal receipt is signed by the recipient; if by facsimile or other electronic means, on the date on which it was successfully transmitted, and if in person, on the date of delivery.

9. TERMINATION FOR CONVENIENCE

- 9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
- 9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
- 9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
- 9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.

- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6 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 termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 10.1.1 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 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
 - 10.1.2 the Contractor fails to perform any of its 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.
- 10.2 If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.
- 10.3 Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the 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 the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.

- 10.4 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.
- 10.5 If after the Minister issues a notice of termination under 10.1, 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 9.1 and the rights and obligations of the parties hereto shall be governed by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2 The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3 The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4 The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case.

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 Minister.

- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. CONTRACTOR STATUS

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.

14. WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.

14.2 The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

15.1 No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise there from.

16. AMENDMENTS AND WAIVER

16.1 No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.

16.2 No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

17. HARASSMENT IN THE WORKPLACE

17.1 The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address:
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.

17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.

17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.

17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.

17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.

17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.

- 17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8 If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9 The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10 The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. PAYMENT BY THE MINISTER

18.1 Applicable when the Terms of Payment specify PROGRESS Payments.

18.1.1 Payment by the Minister to the Contractor for the Work shall be made:

- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
- ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed,

Whichever is later.

18.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

18.2 Applicable when the Terms of Payment specify payment on COMPLETION.

18.2.1 Payment by the Minister to the Contractor for the Work shall be made within:

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or

- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

18.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

19.1 For the purposes of this Section:

"Average Rate" means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

"Due and payable" means an amount due and payable in accordance with the Contract;
and

"Overdue" means an amount that is unpaid on the first day following the day upon which it is due and payable.

19.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

19.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

19.4 The Minister shall not be liable to pay interest on overdue advance payments.

20. SCHEDULE AND LOCATION OF WORK

20.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

20.2 If the Work is performed at locations other than DFO's offices, the time schedule and location of Work shall be in accordance with the Contract.

21. MINISTER'S RESPONSIBILITIES

21.1 The Minister will provide support, guidance, direction, instruction, acceptances, decisions and information as required under the Contract.

22. CERTIFICATION - CONTINGENCY FEES

22.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.

22.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.

22.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

22.4 In this section:

22.4.1 "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 federal government contract or negotiating the whole or any part of its terms;

22.4.2 "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or 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 *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

23. PRICE CERTIFICATION

23.1 The Contractor certifies that the price/rate shown in the Contract has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include any provision for discounts or commissions to selling agents.

24. INTERNATIONAL SANCTIONS

24.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, 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 can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

24.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.

24.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

25. OFFICIAL LANGUAGES

25.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

26. ENTIRE AGREEMENT

26.1 This Contract constitutes the entire agreement between the parties respecting the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are expressly incorporated by reference into the Contract.

27. ENVIRONMENTAL CONSIDERATIONS

27.1 Whenever practical and economically feasible, submissions, contract reports or

written communication will be made on recycled, double-sided paper or on disk where appropriate.

- 27.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 27.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 27.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 27.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 27.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.

28. HEALTH AND SAFETY

- 28.1 The Contractor shall be responsible for the health and safety of all persons involved in the performance of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.

29. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 29.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada

under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.

- 29.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 29.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 29.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. FP802-100125, and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 29.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 29.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

29.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

30. THE CODE OF CONDUCT FOR PROCUREMENT

30.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

30.2 For further information, the Contractor may refer to the following PWGSC site :

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

**APPENDIX “B”
TERMS OF PAYMENT**

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix “B-2” for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

4. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
 - ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.
5. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

6. TENDERED PRICES

PROFESSIONAL SERVICES AND ASSOCIATED COSTS

Initial Period - Two Years

NOTE: For the tendered prices please complete the attached form - Appendix “B- 2”, for the form.

THE PER DIEMS QUOTED in Annex “A” ARE TO BE ALL INCLUSIVE (Including mark up, overhead, profit, miscellaneous expenses, etc). The prices do not include authorized travel and accommodation expenses.

Optional Year(s) – Year 3, Year 4 and Year 5

The Department reserves the right to exercise the Option for additional work as described in the Statement of Work, at the sole discretion of the Minister by way of a formal agreement amendment.

7. SCHEDULE OF PAYMENTS

7.1 Claims for travel, accommodation and other expenses may be submitted as costs are incurred. Where required, these must be supported by receipts. Expenses will be reimbursed at actual cost, with no allowance for overhead and/or profit, as permitted by the current Treasury Board Secretariat Travel Directive.

7.2 OPTION #1

(Use in fixed lump sum contract price where Contractor is to be paid only after all work is completed.)

7.2.1 One lump sum payment for services rendered will be made upon completion and acceptance of the work to the satisfaction of the Departmental Representative, following receipt of a detailed invoice.

7.2.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

OR

7.3 OPTION #2

(Use in fixed lump sum contract price involving progress payments)

7.3.1 Progress payment for services rendered will be made, monthly in arrears, upon completion and acceptance of the deliverables outlined below to the approval of

the Departmental Representative, following receipt of detailed invoice(s).

<u>Payment (or Date)</u>	<u>Deliverables</u>	<u>Amount</u>
#1	xxxxxxx	\$
#2	xxxxxxx	\$
#3	xxxxxxx	\$

7.3.2 Payments by Her Majesty to the Contractor shall be made:

B3.2.1 within thirty (30) days following the date of receipt of a duly completed invoice for each deliverable as set out in the Schedule of Payments, or within thirty (30) days following the date on which the deliverable is received, whichever date is later;

B3.2.2 within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

OR

7.4 OPTION #3

(Use in per diem or other time-rate contracts where work is carried out on an as required basis with no specific milestones.)

7.4.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.

7.4.2 Payments by Her Majesty to the Contractor shall be made:

B3.2.1 within thirty (30) days following the date of receipt of a duly completed invoice as described in section B3.1;

B3.2.2 within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

8. FORM OF INVOICE

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

- 8.1 Payments will be made provided that:
- 8.1.1 The Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;
 - 8.1.2 Each invoice shows:
 - (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
 - (b) The amount of GST or HST payable as a separate amount;
 - (c) The Contractor's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
 - (d) All the information listed in section B4.2; and
 - (e) Hold back at 10%, if applicable.
 - 8.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and
 - 8.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.
- 8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by Departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:
- (a) **The legal name of the Contractor**, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
 - (b) The status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
 - (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
 - (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
 - (e) The following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”
- 8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative

shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

9. INTEREST ON OVERDUE ACCOUNTS

9.1 For the purposes of this clause:

- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) **“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;
- (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.

9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

10. SUPPLEMENTARY CONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory

APPENDIX "B-1"

**TRAVEL AND LIVING EXPENSES
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

Effective October 1st, 2013

- 1.** The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and the U.S.A.
- 2.** The amounts listed in Section 6 and Section 7 are inclusive of GST. The Vendor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Canada Customs and Revenue Agency (CCRA).
- 3.** The GST is not applicable to the per diem rates for travel in the U.S.A.
- 4.** The Vendor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
- 5.** Definitions
 - 5.1.** "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1.** Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2.** Accommodation: standard commercial accommodation (additional costs incurred for luxury accommodation will not be reimbursed).
 - 5.1.3.** Extended travel status: periods in excess of two months at one location or at successive locations.
- 6.** Kilometer rates payable in cents per kilometer for pre-authorized use of private cars:

<u>Provinces</u>	<u>Cents/Km</u>
Ontario	55.0
Manitoba	47.5
British Columbia	51.0
Saskatchewan	45.5
Northwest Territories	58.5
Quebec	57.0
New Brunswick	49.5
Newfoundland and Labrador	53.0
Nunavut	58.5
Nova Scotia	51.0
Prince Edward Island	50.5
Alberta	51.5
Yukon	63.5

7. Meals and Allowances - CANADA

Canadian \$ (taxes included)

	Canada & USA	Yukon & Alaska	N.W.T.	Nunavut
7.1 Private non-commercial accommodation allowance	50.00	50.00	50.00	50.00
7.2 Meal allowances				
- breakfast - 100%	15.75	15.70	22.00	21.30
breakfast - 75% (31 st day onward)	11.80	11.80	16.50	16.00
- lunch - 100%	15.10	19.00	23.50	31.35
lunch - 75% (31 st day onward)	11.35	14.25	17.65	23.50

- dinner - 100%	42.00	50.35	53.55	69.80
dinner - 75% (31 st day onward)	31.50	37.75	40.15	52.35
7.3 Incidental expense allowance – 100%	17.30	17.30	17.30	17.30
Incidental expense allowance – 75% (31st day onward)	13.00	13.00	13.00	13.00

7.4 Weekend travel home transportation allowances

- two-day weekend	280.30	304.70	332.70	379.50
- three-day weekend	420.45	457.05	499.05	569.25
- four-day weekend	560.60	609.40	665.40	759.00

8. Meals and Allowances - USA

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

9. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:

- 9.1.** commercial transportation costs;
- 9.2.** overnight commercial accommodation expenses in excess of \$50.00;
- 9.3.** excess luggage charges;
- 9.4.** taxis charges, where the fee exceeds \$10.00;
- 9.5.** parking charges;
- 9.6.** long distance telephone, telegraph, telex, cable, express charges that are business related;
- 9.7.** currency exchange charges.

APPENDIX “B-2”

STREAM ONE

Column A CATEGORY OF LABOUR	Column B INITAIL PERIOD PER DIEM RATES	Column C OPTION YEAR ONE PER DIEM RATES	Column D OPTION YEAR TWO PER DIEM RATES	Column E OPTION YEAR THREE PER DIEM RATES	Column F Average Per Diem Rates	Column G Weight Factor	Column H Weighted Average Per Diem Rate
Project Manager	A1	A2	A3	A4	$G=A1+A2+A3+A4$	.20	$M= .20 \times G$
Field Supervisor / Manager	B1	B2	B3	B4	$H = B1+B2+B3+B4$	.30	$N= .30 \times H$
Intermediate Consultant	C1	C2	C3	C4	$I = C1+C2+C3+C4$	.35	$O= .35 \times I$
Junior Consultant	D1	D2	D3	D4	$J = D1+D2+D3+D4$	.15	$P= .15 \times J$
Project Team Leader	E1	E2	E3	E4	$K = E1+E2+E3+E4$	.15	$Q= .05 \times K$
Senior Consultant	F1	F2	F3	F4	$L = F1+F2+F3+F4$	.05	$R= .05 \times L$
TOTAL BID PRICE							$S=M + N + O + P + Q + R$

APPENDIX "B-2"

STREAM TWO

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
CATEGORY OF LABOUR	INITIAL PERIOD PER DIEM RATES	OPTION YEAR ONE PER DIEM RATES	OPTION YEAR TWO PER DIEM RATES	OPTION YEAR THREE PER DIEM RATES	Average Per Diem Rates	Weight Factor	Weighted Average Per Diem Rate
Project Manager	A1	A2	A3	A4	$G = \frac{A1 + A2 + A3 + A4}{4}$	.20	$M = .20 \times G$
Field Supervisor / Manager	B1	B2	B3	B4	$H = \frac{B1 + B2 + B3 + B4}{4}$	.30	$N = .30 \times H$
Intermediate Consultant	C1	C2	C3	C4	$I = \frac{C1 + C2 + C3 + C4}{4}$	.35	$O = .35 \times I$
Junior Consultant	D1	D2	D3	D4	$J = \frac{D1 + D2 + D3 + D4}{4}$	.15	$P = .15 \times J$
Project Team Leader	E1	E2	E3	E4	$K = \frac{E1 + E2 + E3 + E4}{4}$	.15	$Q = .05 \times K$
Senior Consultant	F1	F2	F3	F4	$L = \frac{F1 + F2 + F3 + F4}{4}$	.05	$R = .05 \times L$
TOTAL BID PRICE							$S = M + N + O + P + Q + R$

APPENDIX "B-2"

STREAM THREE

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
CATEGORY OF LABOUR	INITAIL PERIOD PER DIEM RATES	OPTION YEAR ONE PER DIEM RATES	OPTION YEAR TWO PER DIEM RATES	OPTION YEAR THREE PER DIEM RATES	Average Per Diem Rates	Weight Factor	Weighted Average Per Diem Rate
Project Manager	A1	A2	A3	A4	$G = \frac{A1 + A2 + A3 + A4}{4}$	.20	$M = .20 \times G$
Field Supervisor / Manager	B1	B2	B3	B4	$H = \frac{B1 + B2 + B3 + B4}{4}$	.30	$N = .30 \times H$
Intermediate Consultant	C1	C2	C3	C4	$I = \frac{C1 + C2 + C3 + C4}{4}$	.35	$O = .35 \times I$
Junior Consultant	D1	D2	D3	D4	$J = \frac{D1 + D2 + D3 + D4}{4}$	.15	$P = .15 \times J$
Project Team Leader	E1	E2	E3	E4	$K = \frac{E1 + E2 + E3 + E4}{4}$	.15	$Q = .05 \times K$
Senior Consultant	F1	F2	F3	F4	$L = \frac{F1 + F2 + F3 + F4}{4}$	.05	$R = .05 \times L$
TOTAL BID PRICE							$S = M + N + O + P + Q + R$

**APPENDIX “C”
STATEMENT OF WORK**

1. Title

Supply Arrangements for Contaminated Sites Management and Technical Advisory Services for Environmental Management

2. Introduction

Purpose of Supply Arrangement(s)

The intent of this Request for Supply Arrangement (RFSA) is to solicit proposals to establish a list of pre-qualified SA Suppliers for Fisheries and Oceans Canada (DFO) in the provision of a variety of technical advisory services to facilitate the department’s environmental management activities and the Department’s operations and assets (compliance with environmental regulations and policies and the management of contaminated sites) in all regions across Canada.

3. Estimated Value

The value of the supply arrangement, including travel and living expenses and all applicable taxes, emanating from this Request for Proposal (RFP) call is estimated as follows for each Stream:

Stream 1:	\$1,175,000
Stream 2:	\$800,000
Stream 3:	\$1,180,000

For a total of \$3,155,000.

4. Objective

4.1 To support the initiatives of DFO’s Office of Environmental Coordination (OEC), the Department has recognized the need to acquire external resources and expertise to support the OEC both at Headquarters and in the Regions in a timely, effective and cost-efficient manner. The Department requires the services of resources qualified in the provision of a variety of technical advisory services to facilitate the Department’s environmental management activities and the Department’s operations and assets (compliance with environmental regulations and policies and the management of contaminated sites) in all regions across Canada.

4.2 In the past, due to the large volume of related requirements, there have been constraints for the Department around capacity and timing when using traditional means of hiring qualified personnel to complete these activities. Such constraints have led to significant delays and it is now paramount for the

Department to have the ability to contract SA Suppliers directly allowing for an expeditious processing of individual requirements and bid solicitations. Supply arrangements have been successful in the past in reducing these barriers to implementing environmental management work.

- 4.3** A supply arrangement is a method of supply used by most Federal Departments to procure goods and services. A supply arrangement is an arrangement between Canada and Suppliers that allows identified users to solicit bids from a pool of pre-SA Suppliers for specific requirements within the scope of the supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.
- 4.4** The purpose of these Supply Arrangements is to award potential contracts in a timely manner to a list of Suppliers. These Suppliers will be invited to bid on individual projects as they become available, reducing the time and effort required to create and conduct unique procurement competitions for each requirement.
- 4.5** The purpose of this Request for Proposals is to establish departmental Supply Agreements from SA Suppliers to assist the department in:
- Maintaining program due diligence,
 - Defining program requirements and Environment Assessment (EA) program procedures,
 - Meeting the Office of Environmental Coordination and Regional Offices of Environmental Coordination program commitments,
 - Achieving program performance objectives, and
 - Meeting the Branch's EA Management Program reporting requirements.
- 4.5** While the Office of Environmental Coordination at Fisheries and Ocean's Headquarters in Ottawa is leading this initiative, Fisheries and Ocean's Regional Offices of Environmental Coordination will also have access, through the Office of Environmental Coordination at Headquarters, to these Supply Agreements to procure specialized environmental management services in their respective regions.
- 4.6** In certain cases, the procurement of the above noted services may be subject to the Application of Comprehensive Land Claims Agreements contracting obligations and also may be subject to a set-aside under the Procurement Strategy for Aboriginal Business (PSAB).

For more information and to note that the current directives will apply:

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35>

5. Background

The OEC and Regional Offices of Environmental Coordination (ROEC) provide advice, develop and implement tools, frameworks, policies and strategies to facilitate compliance with environmental regulations, federal policies and industry best management practices for DFO operations and assets. In managing its properties and conducting its operations, DFO has the obligation to avoid and/or minimize environmental impacts, to ensure that equipment and facilities meet basic requirements under established guidelines or regulatory requirements for environmental management, including for example, hazardous materials, petroleum storage tanks, halocarbons, and energy

The OEC also implements a contaminated sites management program, including the Federal Contaminated Sites Action Plan (FCSAP) funding to reduce environmental and human health risks from known contaminated sites and the associated federal financial liabilities in the Public Accounts of Canada, while giving priority to the highest risk sites. Fisheries and Oceans Canada is the custodian of 10, 645 contaminated sites listed on the Federal Contaminated Sites Inventory (FCSI). Of these, 4,743 sites are closed, 3,437 are active (with ongoing or planned activities for assessment and remediation/risk management) and 2,465 are suspected of being contaminated but not assessed yet.

A contaminated site is defined as a site at which substances occur at concentrations:

- (1) Above background levels and pose or are likely to pose an immediate or long-term hazard to human health or the environment, or
- (2) Exceeding levels specified in policies and regulations.

Contamination of DFO properties is a costly legacy stemming from decades of past practices and operations. In general, contaminants identified at DFO properties can include metals, organo-metals, petroleum hydrocarbons (PHCs), polycyclic aromatic hydrocarbons (PAHs), dioxins and furans, perfluorooctane sulphonate (PFOS) and polychlorinated biphenyls (PCBs) which stem mainly from:

- Fuel storage and handling activities;
- Improper waste and battery disposal and/or low temperature incineration;
- Lead based paint application and removal (sand blasting)
- Chemical handling and storage activities;
- Anti-fouling paints;
- Waste water and sanitary discharge;
- Use of fire fighting liquids;
- Landfills
- Treated wood products utilisation;
- Former mercury bath usage in lighthouses; etc.

6. Scope

The purpose of these services is to provide support, technical and subject matter expertise in support of the OECs program. Once the Departmental Supply Arrangements have been formally established, the OEC or any of the regions, through the OEC, may select a supplier or several suppliers at one time to undertake a variety of technical advisory services to facilitate the Department's environmental management activities. This could encompass:

the establishment of up to five (5) Supply Arrangements for each of the three streams of environmental work listed below:

- Stream 1: Consulting services for assessing contamination at sites;
- Stream 2: Consulting services for remediating/risk managing contaminated sites and;
- Stream 3: Consulting services to support Compliance with environmental regulations and policies.

The supply arrangement(s) are being set up to address three main categories of activities:

Stream 1: Consulting services for assessing contamination at sites.

These activities or tasks would be considered to fall generally under steps 2 to 6 of the Federal Approach to Contaminated Sites, also known as the 10 step process. Assessment activities would include conducting Environmental Site Assessments to identify contaminants on site and collecting and analysing media samples to determine the extent of the contamination. Preliminary or screening-level risk assessment activities to determine the impacts to human health or the environment due to contaminants are also included. Designated substance or hazardous material surveys may be required for onsite structures. If at any point during assessment stages there is the ability to estimate costs (liabilities) associated with potential remediation or risk management strategies, this would also be included in the scope of work.

Suppliers would be involved with multiple stages of site assessments and can be expected to perform a variety of examinations related to determining level of contamination. These can include, but may not be limited to: Eco toxicological studies, ecological and human health risk assessments, biological studies, toxicology surveys on various media, ecological impact analysis, or Phase I, II, and III Environmental Site Assessments.

Bidders should have access to technical facilities capable of performing tests on samples obtained from contaminated media. Various media will be examined for a multitude of substances to determine levels of contamination.

Stream 2: Consulting services for remediating/risk managing contaminated sites.

These activities or tasks would be considered to fall generally under steps 7 to 10 of the 10 step process of the Federal Approach to contaminated sites. These would

include developing remedial/risk management strategies, removing and disposing of contaminated media, performing detailed or site specific risk assessments, conducting confirmatory sampling, and reporting to ensure that remedial objectives, such as site restoration or decommission of monitoring wells or conducting long term monitoring are met. If needed, any construction or demolition of buildings, storage facilities and infrastructure may be requested. Costs (liabilities) associated with these activities would also be estimated and reported by the supplier.

Stream 3: Consulting services to support compliance with environmental regulations and policies.

The Department has obligations to comply with federal environmental regulations and policies for operations and assets. Under this Stream there is a requirement to conduct environmental compliance audits or assessments to determine if the department is meeting federal environmental regulations. Guidance documents such as environmental management plans, standard operating procedures and/or training programs may also be needed to help ensure compliance for the Department's operations and assets.

6.1 Requirements and scope for each of the three streams

STREAM 1: CONSULTING SERVICES FOR ASSESSING CONTAMINATION AT SITES.

Tasks, Activities, Deliverables and Milestones

Tasks to complete include the following:

- Review existing Risk Based Intervention Level (RBIL) reports, Soil Screening Criteria (SSC) reports, preliminary ecological risk assessment tool and research various existing preliminary or screening level human health and ecological risk based tools;
- Conduct Phase I, II and/or III Environmental Site Assessments (ESA), gap analysis, and submit reports
- Classify sites using the National Classification System for Contaminated Sites (NCSCS 2008) of the Canadian Council of the Minister of Environment (CCME) or the 2009 FCSAP Aquatic Sites Classification System (ASCS)
- Inspect sites for the presence of hazardous materials and if present, perform the collection and analysis of samples.
- Conduct Screening Level Risk Assessments.
- Provide consulting services and expert opinion concerning matters relating to the development of criteria or related risk management tools;
- Complete research, assessment and formulation of representative assumptions pertaining to the contaminants of concern, average levels and receptor characteristics at contaminated sites;
- Contribute to the development of human health SSC for contaminated sites and ecological risk assessment tool;
- Assist in the completion of reports and support documents discussing the rationale, methodology, and scientific defensibility of the SSC, and existing ecological tools. As well the review of such reports to complete data gap

analysis.

- Install and monitor groundwater wells
- Sample sediment and delimit results
- Monitor air quality or vapour emission.
- Estimate liabilities of contaminated sites

Specifications and Standards

Suppliers and consultants should be aware of federal guidelines and standards on contaminants affecting human health and the environment. Many of which are available online at www.ccme.ca or www.federalcontaminatedsites.gc.ca. These can include:

- Canadian Soil Quality Guidelines for the protection of Environmental and Human Health
- Canadian Water Quality Guidelines for the Protection of Aquatic Life
- Canadian Sediment Quality Guidelines for the Protection of Aquatic Life
- Canadian Tissue Residue Guidelines for the Protection of Wildlife Consumers of Aquatic Biota
- Federal Interim Groundwater Quality Guidelines
- Federal, Provincial and Territorial legislations pertaining to the management of contaminated sites.
- Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites - Volume I: Main Report
- Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites, Volume II: Analytical Method Summaries
- Subsurface Assessment Handbook for Contaminated Sites
- A Framework for Ecological Risk Assessment: General Guidance
- Guidance Document on the Management of Contaminated Sites in Canada
- Reference Method for the Canada Wide Standard for Petroleum Hydrocarbons in Soil - Tier 1 Method
- Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products
- Recommended Principles on Contaminated Sites Liability
- Canada-Wide Standard for Petroleum Hydrocarbons (PHC) in Soil: User Guidance Petroleum Hydrocarbons in Soil
- Canada-Wide Standard for Petroleum Hydrocarbons (PHC) in Soil: Scientific Rationale Supporting Technical Document
- Socio-economic Analysis of Proposed Updated Criteria, Canada-Wide Standard for Petroleum Hydrocarbons in Soil
- National Classifications System for Contaminated Sites (NCSCS) - Guidance Document (2008)
- [Federal Contaminated Sites Risk Assessment in Canada Part I: Guidance on Human Health Preliminary Quantitative Risk Assessment \(PQRA\)](#)
- [Federal Contaminated Sites Risk Assessment in Canada Part II: Health Canada Toxicological Reference Values \(TRVS\)](#)
- [Federal Contaminated Sites Risk Assessment in Canada Part III: Guidance on Peer Review of Human Health Risk Assessments for Federal Contaminated Sites in Canada](#)

Suppliers are to ensure that the protocols they are using:

- Are in compliance with requirements of the Canadian Standards Association
- Follow Federal, Provincial and Territorial legislation that may apply to contaminated sites.

STREAM 2: CONSULTING SERVICES FOR REMEDIATING/RISK MANAGING CONTAMINATED SITES

Tasks, Activities, Deliverables and Milestones

Tasks can include the following:

- Provision and formulation of innovative approaches for managing risks at contaminated sites in consideration of human health and environmental receptors. A report would outline options available for risk management and/or remediation and associated costs;
- Construction or demolition of storage facilities, buildings, and infrastructure associated with risk management and remediation.
- Site restoration, including, for example, monitoring well decommissioning.
- Confirmatory sampling and reporting
- Site specific risk assessments (relating to Human health or ecological concerns)
- Estimation of liabilities for contaminated sites
- Development of monitoring plans (start, medium and long term and implementation of monitoring activities)
- Development of Record of Site Condition reports and Site Closure Reports
- Ensuring compliance with *Canadian Environmental Assessment Act (CEAA)* and *Species at Risk Act (SARA)* requirements and other relevant legislation (Federal, provincial and/or territorial).

Specifications and Standards

Unless specified otherwise, suppliers shall provide their own protocols and working documents to address federal laws and regulations, provincial legislation and municipal regulations related to:

- Handling Hazardous Materials and Waste
- Fuel Handling and Storage
- Transport and disposal of Hazardous materials and waste
- Soil Screening Criteria for confirmatory sampling
- Other.

STREAM 3: CONSULTING SERVICES TO SUPPORT COMPLIANCE WITH ENVIRONMENTAL REGULATIONS AND POLICIES

Tasks, Activities, Deliverables and Milestones

Tasks can include the following:

- Develop and conduct environmental compliance audits

- Develop and conduct fuel storage tank compliance audits
- Develop and conduct Environmental Management System audits
- Investigate, analyze, and provide guidance respecting the correction of non-conformities with environmental laws, regulations, guidelines and/or environmental deficiencies in practices, systems, plans, and/or activities undertaken at sites.
- Review reports on corrective actions taken for non-conformities with environmental laws, regulations and guidelines, analyze and evaluate the findings, report on trends, and recommend areas for improvement.
- Develop national, regional and/or site specific environmental Standard Operating Procedures, Management Plans, Emergency Response Plans, best management practices and/or other compliance management tools.
- Develop procedures, protocols, manuals or other elements related to an Environmental Management System.
- Develop and/or deliver training on environmental topics, including ‘train the trainer’ sessions to enable OEC employees to provide training and advice.
- Facilitate departmental meetings or workshops regarding specific environmental initiatives.

Specifications and Standards

Environmental Compliance Management:

Suppliers should be aware of federal, provincial and municipal laws, regulations, guidelines and standards related to the environment and environmental management. Applicable federal legislation includes but is not limited to the:

- *Canadian Environmental Protection Act*
- *Fisheries Act*
- *Canadian Environmental Assessment Act*
- *Species at Risk Act*
- *Migratory Birds Convention Act*

Unless specified otherwise, suppliers shall provide their own protocols and documents, relevant to the site or sites that address laws and regulations, guidelines and standards related to:

- Air Emissions
- Water Consumption and Groundwater Quality
- Hazardous Materials and Waste
- Fuel Handling and Storage Tank Management
- Wastewater Management
- Halocarbons
- Environmental Emergency Response
- Solid non-hazardous waste
- Environmental Assessment
- Species at Risk, Endangered Species, and their habitats
- Environmentally sensitive and protected areas and habitats
- Environmental Management Systems.

Environmental Audits:

Suppliers are to provide their own auditing protocols, and Lead Auditors must ensure that these address all federal, provincial and municipal environmental laws and regulations, and:

- are applicable to the facility to be audited;
- are pertinent to the type of audit to be conducted; and
- have been recently reviewed and modified to address new regulatory requirements

To assist Suppliers, an *Auditor's Handbook* is available that describes Departmental environmental compliance audit requirements. A table of federal laws and regulations is provided in the *Auditor's Handbook*. Lead Auditors should confirm that their checklists include these requirements as some federal regulations pertain specifically to the federal house and operations which take place on federal lands (ex. Federal Halocarbon Regulations, 2003 – CEPA, Part 9).

The scope of the audit also includes an assessment of conformance with Departmental and federal government policies and best practices and, where relevant, provincial regulatory requirements and international agreements. A listing of these policies and best practices is included in the *Auditor's Handbook*. These listings have been provided as a reference point and should be supplemented as required to fully address the environmental aspect being assessed in the location of interest.

The Fisheries and Oceans Canada National Environmental Compliance and Audit Program (NECAP) also includes a *Pre-Visit Survey* which is sent to the facility in advance of the audit to identify the key environmental and operational issues at the site. The completed pre-visit survey will be provided to the Supplier at least one week prior to the site visit portion of the audit.

The audit team is expected to be familiar with all relevant regulatory and other requirements prior to the site visit.

The NECAP is based on recognized national and international standards. Practices are closely aligned with audit practices used in other disciplines (such as financial audits) but with consideration for technical and management issues associated with environmental risk.

The Department's National and/or Regional Environmental Management System (EMS) will be audited against the ISO 14001 standard, and/or the DFO's National EMS for Operations and Assets guidance documents and plans. This will be an internal audit to identify gaps in the system in order to comply with the ISO 14001 standard and/or with the DFO's stated goals and objectives. The auditor must be familiar with the ISO 14001 standard.

7.0 Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property arising

from the performance of the work under the SA's will vest in Canada when any exception applies in Section 6 of the Treasury board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>

8.0 Other Terms and Conditions of the Statement of Work

8.1 Authorities

The DFO Project Authority assigned to each potential contract will provide support, guidance, direction, instruction, acceptances and information as required under the contract.

8.2 Fisheries and Oceans Canada Obligations

For any work arising from these Supply Arrangements, DFO Obligations are the following:

a) The overall project management will be provided by the OEC. The Supply Arrangement Management Authority (SAMA) at OEC will oversee the implementation of the SA, provide guidance on its use, and track overall expenditures included under this SA.

b) The SAMA will provide comments on any documentation created for the purpose of establishing the Supply Arrangement.

c) The Project Authority will work closely with the selected Supply Arrangement holder throughout the potential projects to provide feedback. The Project Authority will provide access to any relevant and accessible data and background documents, as well as other documents required (to the extent that they are available). This includes program documentation, including but not exclusive to, background information/documents, etc. As well, if needed, a list of potential key informants/contacts for interviews and survey respondents will be provided and any other administrative or financial data required for undertaking the work.

d) The Project Authority will liaise on behalf of the selected Supply Arrangement holder with any relevant Program, Committee or other required DFO partners on issues related to the management of the work.

e) The Project Authority will provide comments on any documentation created for the purposes of completing the work under a specific Task Authorization on individual projects.

f) The SAMA and/or the Project Authority will be responsible for any needed translation of documents, including the final deliverable(s).

g) Where needed and available, the SAMA and/or the Project Authority will provide some or all of the following:

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to a staff member who will be available to coordinate activities.
- Provide other assistance or support.

h) Project Management Control Procedures

One point of contact at DFO will be assigned for each Task Authorization (TA) requirement and this will be the Project Authority, who will facilitate communication with other DFO representatives. One start-up meeting may be arranged to review the work plan. Bi-weekly updates to the DFO Project Authority contact person will be required to discuss progress, problems, and path forward. The frequency can be altered, as required, by the Project Authority.

In each Task Authorization Request for Proposal (RFP) process under these Supply Arrangement(s), the OEC or ROEC Project Authorities will identify the budget and timeline for the completion of each potential contract, the quality of deliverables and the terms of payments. As well, accurate monthly financial updates will be submitted from the Supplier.

i) Methods and Sources of Acceptance

The OEC or ROEC Project Authorities will review material submitted as part of the work and determine the quality of the submission and if the collection, analysis and interpretation of data/information has been done in such a way as to deem the work acceptable.

j) Change Management Procedures

Any change to the scope of the work shall be agreed to in writing between the SA Supplier and the Project Authority and authorized with a formal contract amendment and signed by all of the parties.

No increase in the total price of the work resulting from any change, modification or interpretation of the contract shall be authorized or paid to the SA Supplier unless such change, modification or interpretation has received the prior written approval of the Project Authority.

9.0 Supplier's Obligations and Responsibilities

Title to the equipment/furnishings charged against any potential Contract under this Supply Arrangement shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment that is purchased, the SA Supplier is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The SA Supplier shall label all equipment/furnishings as being the property of

Canada.

Notwithstanding the fact that the equipment/furnishings under any potential Contract under this Supply Arrangement shall become vested in Canada, the equipment/furnishings shall remain within the custody and control of the SA Supplier until such time as the Project Authority provides instructions for its delivery. During this period of time, the Supplier shall take reasonable and proper care of the equipment/furnishings.

Deliverables will be specified within each Task Authorization form/Statement of Work. The scope of the work attached to each Task Authorization form shall identify the particular deliverables, tasks and other relevant areas of consideration that are required to be implemented by the SA Supplier in the provision of services. The SA Supplier shall complete all work in conformity with the instructions issued by the DFO Project Authority and in accordance with Performance Standards described in Section 15.0 of this Statement of Work.

9.1 The SA Supplier shall provide written status reports relating to the delivery of specific services and the completion of assigned tasks.

9.2 The SA Supplier shall provide a mutually agreed upon principal contact for each Task Authorization form who shall be actively involved in and responsible for all activities undertaken.

9.3 The SA Supplier shall confirm with the Project Authority, in writing, the receipt and successful completion of all Task Authorization forms.

9.4 The SA Supplier shall complete assigned work according to pre-defined schedules and standards as outline in each Task Authorization form.

9.5 The SA Supplier shall provide quality assurance monitoring on all deliverables.

9.6 The SA Supplier shall liaise with the Project Authority for meetings, project reviews and other related project management activities.

10.0 Resource Requirement

Required Consultants:

Junior Consultant (less than 5 years' experience)

Intermediate Consultant (5 to 10 years' experience)

Senior Consultant (more than 10 years' experience)

Project Team Leader

Project Manager

Field Supervisor/Manager

Please refer to Appendix "D" Evaluation Methodology and Criteria for a description of the minimum qualifications associated with each of these resource categories.

Please note that the same individual **may not** be proposed for more than one (1) resource category.

The SA Supplier shall provide the services of the resources named in the OEC Supply Agreement, as deemed by Fisheries and Oceans to have met or exceeded the minimum required qualifications for the resource category in which the named resource is providing services to perform the work.

11.0 Hours of Work

Resources will not normally be expected to work more than 7.5 hours per day. Any time beyond the normal working hours must be authorized in advance by the Project Authority and will be paid using a prorate of the quoted per diem.

12.0 Training

Unless otherwise noted in a Task Authorization, with the exception of any familiarization training necessary for OEC and ROEC environment, all training of SA Supplier staff is to be provided at the Supplier's expense. Familiarization training will not include training on any of the software tools or systems used by the OEC and ROEC. Training of SA Supplier staff must not interfere with the contracted for level of service and all costs are to be borne by the Supplier.

Unless otherwise noted in a Task Authorization form, all training of the SA Supplier's staff, including any familiarization training with respect to legislative requirements, acceptable protocols and DFO procedures, is to be provided at the SA Supplier's expense. Training of the SA Supplier's staff is to not interfere with the contracted level of service and all costs are to be borne by the SA Supplier.

13.0 Resource Replacement

- 13.1** Resource replacement may be undertaken by the SA Supplier, but **only** with the prior written approval of the SAMA.
- 13.2** Any cost associated with the replacement of resources shall be entirely at the SA Supplier's expense.
- 13.3** Should the SA Supplier, at any time, be unable to provide the services of the named resource(s), the SA Supplier shall be responsible for providing replacement resources at the same cost, who shall be of equivalent or greater ability or attainment and who shall be acceptable to the SAMA.
- 13.4** In advance of the date upon which any replacement resource(s) are to commence work, the SA Supplier shall notify the Project Authority, in writing, of the reason for the unavailability of the named resource(s). The SA Supplier shall then provide to the SAMA the name(s) and detailed CV of the qualifications and experience of the proposed resource(s). Proposed replacement resources(s) will be evaluated by the SAMA on the basis of the minimum qualifications and resource requirements for the specific resource categories identified in Appendix "X". Proposed replacement resource(s) shall meet or exceed the experience, education, knowledge, skills and abilities requirements of the resource(s) they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) they are proposed to replace, the SAMA reserves the right to refuse the proposed replacement resource(s).

13.5 Under no circumstances shall the SA Supplier allow performance of the services by replacement resources that have not been duly authorized by the SAMA.

13.6 Any replacement resource(s) approved by the Project Authority shall be available and on-site to commence work within five (5) calendar days of the SA Supplier being notified by the SAMA.

14.0 Reporting Requirements

14.1 As specified in the Task Authorization form which includes the Statement of Work, the SA Supplier shall provide regular status reports and various ad hoc oral status reports to the Project Authority in relation to any and all Task requests issued to the SA Supplier.

14.2 It is the responsibility of the SA Supplier to facilitate and maintain regular communication with the Project Authority. In addition, the SA Supplier shall immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under Task request as they arise.

14.3 In addition to the reports provided, the Project Authority shall monitor the SA Supplier's ongoing service levels by conducting review meetings with the SA Supplier on an as and when required basis to monitor services progress as well as to exchange information relevant to chronic problem areas, action plans and planning activity.

14.4 Additional specific reporting requirements will form part of the Statement of Work for individual tasks, as required.

14.5 DFO is to approve the report format for each individual task.

15.0 PERFORMANCE STANDARDS

In providing the advisory services to DFO, the SA Supplier shall, at a minimum, conform to the following performance standards and quality assurance requirements.

15.1 All deliverables rendered under any Task Authorization request are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the SA Supplier.

15.2 All work/services delivered by the SA Supplier will be subject to the approval and acceptance of the Project Authority or delegated representative. Should the work or any portion thereof not be to the satisfaction of the Project Authority, the SA Supplier may be required to correct such work at their expense.

15.3 The SA Supplier shall guarantee the performance of all work under the DFO

Supply Agreement is undertaken in accordance with code of ethics of the engineering profession.

16.0 Location of Work, Work site and Delivery Point

Fisheries and Oceans Canada divides the country into six regions for management of all regulatory and environmental issues including the management of contaminated sites. These regions include Newfoundland, Maritimes, Gulf, Quebec, Central and Arctic, and Pacific. Stream 1 and 2 will be used in Newfoundland, Central & Arctic, Maritimes & Gulf and stream 3 in all 6 regions and the OEC in NCR. A map of these regions can be found at the following link:

<http://www.dfo-mpo.gc.ca/regions-eng.htm>

The Canadian Coast Guard is divided in 3 regions (Western, Central & Arctic and Atlantic). A map of these regions can be found at the following link:

<http://www.ccg-gcc.gc.ca/eng/CCG/Home>

Projects range in complexity, location, and site conditions. Fisheries and Oceans Canada through OEC and/or ROECs will be seeking SA Suppliers for work in all regions excluding Pacific Region for Streams 1 and 2, and all regions for Stream 3. Work could take place on the interior of buildings or in open terrain. Inspections could be required on buildings and infrastructure (such as storage tanks) and on environmental media (soil, water, sediment, air). Some sites are remote (e.g. northern locations or on islands) and SA Suppliers will have to account for accessing such areas.

For any work resulting from these potential SA's, the selected SA holder will be required to meet with DFO's Project Authority throughout the tenure of the process to provide updates on the project. The meetings will take place in the locations specified in the Task Authorization/Statement of Work RFP or by telecommunications. The number and timing of the meetings will be determined between the Project Authority and the selected SA holder at the outset of the project.

If there is work to be performed in DFO offices, the SA Supplier will, for better coordination with the departmental operation's needs, follow the same time schedule as employees of DFO.

If the work is performed at locations other than DFO's offices, the time schedule and location of work shall be in accordance with the contract Task Authorization/Statement of Work and based on any practical considerations for the site in question.

Due to existing workload and deadlines, all personnel assigned to any potential contract resulting from any competitive RFP against the Supply Arrangement(s) must be ready to work in close and frequent contact with the departmental representative and other departmental personnel.

17.0 Security Requirements

The SA Supplier working under these potential Supply Arrangements must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Secret level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) effective at the time of bid closing.

The SA Supplier's assigned resources working on this contract must EACH hold a valid clearance at the secret level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).

Note: Any SA Supplier Resource working on this contract must hold a valid clearance at the Secret level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

Information classified at the Secret level may not be shared or processed with any Supplier resources that do not have the appropriate clearance level.

It is a condition that, prior to performance of any obligation under any specific project resulting from potential RFP's, the SA Supplier and sub-Suppliers and their employees assigned to the performance of such contract will be security cleared by the federal government at the secret level.

18.0 Travel and Living

Should travel be required as part of individual requirements resulting from any Task Authorization Requirement, it must be pre-approved by the Project Authority and form part of the resulting contract agreement. All pre-approved travel will be reimbursed in accordance with Treasury Board Travel Directive guidelines attached as Appendix "B-1"

19.0 Duration of the Supply Arrangement

Initial Period of Supply Agreement

The SA Supplier hereby offers to provide the services required under this Fisheries and Oceans Canada Supply Agreement on an "as and when requested basis" commencing on the date of acceptance of the SA Supplier's proposal (on or about the 30th of January, 2014), including this Fisheries and Oceans Canada Offer of Services/Supply Agreement, and ending March 31, 2015.

Option Year – Year Two (April 1, 2015 to March 31, 2016)

At the sole discretion of the Department, the SAMA may renew the DFO Canada Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Two, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

Option Year – Year Three (April 1, 2016 to March 31, 2017)

At the sole discretion of the Department, the SAMA may renew the DFO Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Three, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

Option Year – Year Four (April 1, 2017 to March 31, 2018)

At the sole discretion of the Department, the SAMA may renew the DFO Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Four, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

20.0 Imposed Constraints

- 20.1** All work is to be conducted in accordance with acceptable protocols and practices, regulatory procedures and requirements. All work is to be conducted considering environmental preventative care and sustainable practices.
- 20.2** All Supply Arrangement Supplier Teams are to be led by a qualified senior consultant representative.
- 20.3** All documentation is to be delivered in either MS Word, MS Excel, MS PowerPoint, MS Project, MS Visio, or MS Access as instructed by the Project Authority.
- 20.4** **Technical, Operational and Organizational Environment**

Fisheries and Oceans Canada sites and operational activities exist in various locations across multiple provinces. Work therefore will be completed over

varying terrain and include multiple ecosystem types. Work can occur over lengthy timeframes encompassing all seasons and weather. Some of the more remote sites may require the use of helicopters and/or boats for access.

Depending on capabilities of the bidding SA Suppliers, work will take place outside examining various contaminant media, ecosystems and receptors. Work can also take place inside buildings for example to determine the presence of hazardous materials or elevated contaminant levels (e.g. vapours). Work may involve a laboratory setting conducting detailed analysis of samples.

- 20.5** Any SA Supplier having done a preliminary assessment or other related activities for a particular site as previous work conducted under the DFO Supply Agreement may not be eligible to review, audit or implement that work under any future Task requests or solicitations related to the site. DFO has determined that any such decision will be made on a case-by-case basis.

21.0 Green Procurement

The SA Supplier shall ensure, wherever possible, that all materials employed and work methods utilized by both the SA Supplier and his or her deployed resources shall accommodate the Government's Green Philosophy.

22.0 STANDARDS OF CONDUCT – CONFIDENTIALITY

The SA Supplier agrees to hold as confidential, and shall not disclose to any person or firm, any information gathered through assignment(s) or the knowledge of pending assignments. The only exception is if the disclosure of such confidential information is necessary for the performance of the duties of any potential Task Authorization Requirements or Contracts, as agreed by the Project Authority.

If any qualified resource provided by the SA Supplier deliberately, or through negligence, discloses any information to an unauthorized person, the contract may be terminated.

If any qualified resource provided by the SA Supplier deliberately, or through negligence, discloses any information designated as PROTECTED or SECRET or CONFIDENTIAL to an unauthorized person, the Task Authorization Requirements or contracts may be terminated and prosecution may follow.

23.0 Proposal Requirements

The quality of the proposal will form part of the evaluation process. The proposal should be presented in a clear and easily understood manner; professionally produced, brief, well organized and complete, and all factors should be logically linked and relevant to Fisheries and Oceans Canada's requirements.

23.1 General

Bidders are required to submit a proposal addressing all requirements of this proposal

call. Bidders must clearly indicate which of the three streams (Stream 1, Stream 2 or Stream 3) their proposal responds to.

The only restriction is that the firm cannot propose more than one team for a given stream. In all cases, a **full package must be provided to allow a complete evaluation of each stream that the bidder is competing for.** Failure to address all mandatory items will result in the bid being disqualified.

To manage the evaluation process efficiently, the bidders should note that the **firm criteria** and the **quality of the proposal** will be evaluated only once and will be identical for all the service areas that the bidder might be competing for.

23.2 Selection Method at Request for Supply Arrangement Stage

It is understood by the parties submitting proposals that, to qualify, Bidders must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The Supply Arrangement(s) will be awarded to all bidders that have met these requirements

23.3

The Technical Proposal will be assessed based on the evaluation methodology described in Appendix “D”

23.4 Bid Submission Format

The following is a sample table of content for the RFP response:

1. Introduction
2. Statement of Understanding
3. Evaluated Proposal Information
 - 3.1 Corporate Profile
 - 3.2 Professional Services Capability
 - 3.3 Approach and Methodology
 - Understanding the Requirement
 - Bidder’s Approach and Methodology
 - Bidder’s Corporate Capabilities
 - 3.4 Project Management
 - 3.5 Qualifications of Personnel
 - 3.6 Quality of Proposal
 - 3.7 Financial Proposal
4. Attachments
 - 4.1 Resumes

24.0 Supply Arrangement Per Diem Rates

Per Diem rates for each of the proposed resources for each stream that the bidder is competing for shall be valid for the initial period of the SA’s and subsequent option

years if exercised.

Supply Arrangement per diem rates are based on a 7.5 hour workday irrespective of breaks.

25.0 Task Authorization Process (Selection of a Supplier Once the Supply Arrangements are in Place)

The Task Authorization process defined herein will govern all departmental work assignments.

A Task Authorization (TA) will be issued for each project to be done. Unless otherwise negotiated, the Supply Arrangement Contractor(s) shall submit a proposal for each call-up against the Supply Arrangement Agreement(s) to the requesting Project Authority.

Projects estimated by the Departmental Supply Arrangement Manager Authority (SAMA) to have a cost greater than \$25,000.00 will be competed amongst all firms who are the holders of a Supply Arrangement for a given stream area.

Task Authorization estimated to have a cost of \$25,000 (incl. tax) or less may be directed to whichever supplier Fisheries and Oceans deems best suited for the requirement, at the choice of the Project Authority, based on skill sets, availability, past work, etc. If more than one company has the required skill set, the work will be distributed on a rotational basis.

25.1 Task Authorization Process/Call-up request

An authorized officer from the OEC and/or ROEC will identify a particular area requiring examination.

All work to be performed under any resulting Departmental Supply Arrangement will be detailed in individual Task Authorization(s) (Attached here as Appendix "G").

Each Task Authorization will include a Statement of Work detailing all the requirements and the deliverables. The statement of work will be sufficiently detailed to assist the Supply Arrangement Contractor(s) with the completion of their proposal(s).

All work must be authorized and approved by the Project Authority by means of a call-up/contract issued by the Department's contracting authority, Materiel and Procurement Services (MPS). Any change or amendment to an agreed upon scope of work must also be authorized by the Project Authority and agreed to, in writing, by the respective supplier followed by an amendment to the original contract issued by the contracting authority.

All Task Authorizations are to be signed indicating compliance, by the Department's contracting authority, Materiel and Procurement Services (MPS), Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) and the Supplier.

The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will prepare the Task Authorization(s) form(s) to be issued for all requirements.

A) Requirements up to \$25,000.00 (including HST):

The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will prepare the Task Authorization(s) form(s) to be issued for all requirements under \$25K with a detailed description/specification (SOW) to the qualified SA supplier in the appropriate stream. The response received will then be reviewed by the Project Authority for technical response and cost. Materiel and Procurement Services, Contracting Officer will issue a Contract/Call-Up with the signed Task Authorization against the successful supplier's Supply Arrangement.

The selected Contractor will be advised in writing of the acceptance of the proposal and a formal agreement to follow.

Proposal Requirements

Proposal must include complete resource level and price details. The proposed work and pricing may be negotiated prior to commencement of work. Proposal must include the following:

- Price proposal (labour, travel & living) which may be per diem rates or fixed price;
- Number of days required per resource type;
- Name(s) and category(ies) of the person(s) proposed for the task (proposed resources must meet the Rated Qualifications for the category(ies) in which they are proposed) and must be part of the Supply Arrangement(s);
- List of deliverables and schedule;
- Any other information as requested in the Task Authorization.

B) Requirements over \$25,000.00 (including HST):

For all requirements for services with dollar values which are greater than \$25,000.00 the MPS Contracting Officer will issue a competitive Request for Proposal (RFP) with a detailed description/specification (SOW), evaluation criteria, TA form and selection methodology. All qualified SA holders in the appropriate stream will be invited to submit a bid. All responses received to RFP's issued will then be evaluated for technical merit and cost.

Suppliers shall submit, within the time specified in the Task Authorization RFP, any questions to the contracting authority concerning the RFP Task Authorization. The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will attempt to respond to questions in a timely manner.

After receipt of answers and / or clarifications, suppliers will have the number of days specified in the Task Authorization RFP to submit a compliant proposal to complete the Task Authorization.

The selected Contractor will be advised in writing of the acceptance of the bid with written notification to follow.

MPS Contracting Officer will issue a Contract/Call-Up with the signed Task Authorization against the successful supplier's Supply Arrangement.

Proposal Requirements

Proposals must include complete resource level and price details. The proposed work and pricing may be negotiated prior to commencement of work. Proposal must include the following:

- Price proposal (labour, travel & living) which may be per diem rates or fixed price;
- Number of days required per resource type;
- Name(s) and category(ies) of the person(s) proposed for the task (proposed resources must meet the Personnel Qualifications for the category(ies) in which they are proposed) and must be part of the Supply Arrangement(s);
- List of deliverables and schedule;
- Any other information as requested in the Task Authorization RFP.

Proposals will be based on highest total point score and evaluated on the basis of understanding the subject matter, management of the work, proposed methodology, quality of the proposal, and cost.

- Highest Total Point Score. In this approach, all evaluation factors, including price, are assigned points and are numerically rated. The method of award in the RFP will list the evaluation factors and state their relative order of importance. It will also state that points will be assigned to each proposal based on a pre-established rating system and award will be made to the bidder whose proposal received the highest total point score.

PRICING

For each contract/call-up, the basis of payment rates will be agreed to in the Supply Arrangement agreement. The OEC and/or ROEC reserve the right to negotiate the basis of payment for any particular call-up during the period of this agreement.

Where a fixed price has been established as the total price authorized in a Task Authorization request, the Supplier will complete the task for no more than the fixed price agreed to. Where a ceiling price has been established as the total price

authorized in a Task Authorization, the Supplier will complete the task for no more than the ceiling price agreed to. Ceiling prices will be subject to downward adjustment to reflect the actual time worked and cost incurred.

Per Diem rates in any resulting Supply Arrangement(s) are ceiling rates. For any Task Authorization quote, suppliers may use their ceiling rates, or a lesser rate. Rate increases other than those allowed in the Supply Arrangement(s), e.g. yearly per diem rate increases will not be allowed.

Travel and living expenses will be paid based on, then current, Treasury Board guidelines and authorised by the Project Authority.

26. Applicable Documents and Glossary

26.1 Applicable Documents

Relevant documents can be found at the following websites.

<http://www.federalcontaminatedsites.gc.ca/>

<http://www.ccme.ca/>

<http://www.ec.gc.ca/default.asp?lang=En&n=48d356c1-1>

<http://www.justice.gc.ca/eng>

<http://www.iso.org/iso/home/standards/management-standards/iso14000.htm>

Other applicable DFO documents include:

- *National Environmental Compliance Audit Program Auditor's Handbook*
- *Environmental Policy Statement for Fisheries and Oceans Canada Operations and Assets*
- *The Department of Fisheries and Oceans Implementation Plan for National Environmental Management System*
- *Procedure for Responding to Environmental Enforcement Actions*
- *National Environmental Compliance Audit Program Operating Procedure*
- *National Halocarbon Environmental Management Plan*
- *National Storage Tank Environmental Management Program*

26.2 Relevant Terms, Acronyms and Glossaries

“Award Date” means the date of the award of the Contract by the Department to the Supplier.

"Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.

“Supplier” means the vendor and any other party to the Contract other than Her Majesty.

“General Conditions” means this document as amended from time to time.

“Intellectual Property” means any intellectual property right recognized by the law, including any intellectual property 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.

“Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.

"Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.

“Per Diem” means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly.

“Person” includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.

“Prototypes” includes models, patterns and samples.

“Technical Documentation” includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

“Work”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Supplier to perform the Supplier’s obligations under the Contract.

The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.

A cross reference to a section number is a reference to all its sub-sections.

Words in the singular include the plural and words in the plural include the singular.

Words imparting a gender include any other gender.

**APPENDIX "C-1"
CERTIFICATIONS**

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature

Date

2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award, or within the time specified in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

Signature

Date

3. STATUS OF PERSONNEL:

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal evaluation, the Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

Signature

Date

4. CERTIFICATE OF INDEPENDENT BID DETERMINATION:

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;

(b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;

- vi) the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

APPENDIX “D”

1.0 SELECTION AND EVALUATION METHODOLOGY

Bidders are to ensure that their proposal provides sufficient evidence for FISHERIES AND OCEANS CANADA to assess the compliance of the proposal with the criteria listed in the Request for Proposal (RFP) and to complete its evaluation.

Selection and evaluation is based on a “rules of evidence” approach, such that the Supplier’s proposal is the sole demonstration of the Bidders’ capacity to fulfill the requirement, as described within the RFP.

The Evaluation will consist of three Phases. The following table will give Bidders’ an understanding of the mandatory criteria in Phase One and the relative importance of the point rated criteria in each of the two remaining Phases.

Phase One – Mandatory Requirements	Mandatory Criteria (M)	Page #	Meets	Does not meet
All Streams				
1. Language Requirements	(M)			
2. Security Requirements	(M)			
Stream One				
1. Company Experience	(M)			
2. Resumes	(M)			
Stream Two				
1. Company Experience	(M)			
2. Certifications	(M)			
3. Resumes	(M)			
Stream Three				
1. Company Experience	(M)			
2. Certifications	(M)			
3. Resumes	(M)			
4. Language Requirements for Trainer	(M)			

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

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory requirements, and provide the proposal page number or section that contains information to verify that the requirements have been met.

Mandatory requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one of the following mandatory requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the mandatory requirements as indicated below.

2.0 PHASE ONE – MANDATORY CRITERIA - ALL STREAMS

Mandatory Criteria	Page #
<p>M1. Language Requirements Depending on geographic location, the ability to work in both official languages may be required. The Bidder must demonstrate if they have the capacity to carry out work in both French and English. The consultant should complete the language grid at the end of this document to better demonstrate their proficiency. N.B.: For this requirement only, the capacity to work in just one language will NOT result in disqualification from the process as language requirements will be dictated on a case by case basis and is influenced by location in the Country. It is only mandatory to indicate your capacity here for later solicitation of bids on specific projects.</p>	
<p>M2. Security Requirements The Bidder must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Secret level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) effective on the date on contract award. <u>The Contractor's assigned resources</u> working on this contract must EACH hold a valid clearance at the secret level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).</p>	

2.0 PHASE ONE – MANDATORY CRITERIA – STREAM ONE

Mandatory Criteria	Page #
<p>M1. Company Experience In their proposal, the Bidders must include the following: (a) a description of</p>	

the history of the company, and (b) the company's years of experience in conducting the assessment of contaminated sites.	
<p>M2. Experience in the evaluation of contaminated sites using established criteria and guidelines. Experience conducting Phase I/II/III Environmental Sites Assessments are of particular interest.</p> <p>The Bidder must have completed <u>at least three (3) assessment</u> studies within the last three (3) years.</p> <p>The following information is required for each assessment study cited:</p> <ul style="list-style-type: none"> a) Name of the client organization; b) A brief description of the purpose of the project; c) Year the project took place 	
<p>M3. Resumes</p> <p>Resumes for all project members stating the individual's work experience and other relevant details must be submitted.</p>	

2.0 PHASE ONE – MANDATORY CRITERIA – STREAM TWO

Mandatory Criteria	Page #
<p>M1. Company Experience</p> <p>In their proposal, the Bidders must include the following: (a) a description of the history of the company, and (b) the company's years of experience in providing remediation/risk management services.</p>	
<p>M2. Certifications</p> <p>The Bidder must demonstrate that their resources hold any certifications/licences required for the operation of equipment expected to come into use for work associated with this Stream as outlined in the statement of work.</p>	
<p>M3. Resumes</p> <p>Resumes for all project members stating the individual's work experience and other relevant details must be submitted.</p>	

2.0 PHASE ONE – MANDATORY CRITERIA – STREAM THREE

Mandatory Criteria	Page #
<p>M1. Company Experience The Bidder must demonstrate that they have experience in the development, implementation and/or review of :</p> <p>a)</p> <ul style="list-style-type: none"> • Environmental compliance audits, and • Environmental compliance tools, plans, and/or procedures. <p>b)</p> <ul style="list-style-type: none"> • Environmental management systems (EMSs) audits, and • Environmental Management Systems tools, plans and/or procedures, <p>c)</p> <ul style="list-style-type: none"> • Environmental training or workshop/meeting facilitation <p>The experience must relate to federal environmental laws, regulations, guidelines and policies. The bidder must do this by describing a minimum of five projects covering each of the relevant areas in the last 5 years including:</p> <p>a) Name of client organization b) Brief description of the project c) Dates and duration of the work</p>	
<p>M2. Certifications The Bidder must demonstrate that the proposed Lead Auditor is an Environmental Professional - Compliance Auditor - EP (CEA) by the Canadian Environmental Certification Approvals Board or by L'Association québécoise de vérification environnementale, and has recently conducted environmental audits (in the last 5 years).</p> <p>Proof of valid certification must be provided with the bid.</p>	
<p>M3. Resumes Resumes for all project members stating the individual's work experience and other relevant details must be submitted.</p>	

3.0 TECHNICAL EVALUATION

1.1 Phase Two – Point Rated Criteria

Proposals meeting all Mandatory Criteria for the stream being bid will be evaluated and point-rated against the Point-Rated Criteria (R1-to R4 or R6 or R9) in each stream being bid, using the evaluation factors for each criterion. The Supplier’s proposal **is to** meet or exceed a total minimum score pass-mark of 70% (700/1000) on the Point-Rated Criteria in order to be considered further. Proposals failing to meet the minimum score pass-mark will result in the proposal being deemed non-compliant and no further consideration will be given thereto.

The Supply Arrangement(s) will be awarded to compliant proposals, being those meeting ALL mandatory requirements AND achieving the minimum technical scores for the point-rated requirements for the stream being bid.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria

Phase Two -Technical Criteria – Summary for all Streams

Stream One	Score	Point Rated
Rated Criteria #1		200
Rated Criteria #2		200
Rated Criteria #3		200
Rated Criteria #4		200
Rated Criteria #5		100
Rated Criteria #6		100
Overall minimum points required 700/1000		1000 Total maximum technical points
Phase Three		
Financial Proposal		200
TOTAL AGGREGATE POINTS		1200

Stream Two	Score	Point Rated
Rated Criteria #1		300
Rated Criteria #2		250
Rated Criteria #3		200
Rated Criteria #4		250
Overall minimum points required 700/1000		1000 Total maximum technical points
Phase Three		
Financial Proposal		200
TOTAL AGGREGATE POINTS		1200

Stream Three	Score	Point Rated
Rated Criteria #1		100
Rated Criteria #2		100
Rated Criteria #3		50
Rated Criteria #4		160
Rated Criteria #5		40
Rated Criteria #6		50
Rated Criteria #7		100
Rated Criteria #8		100
Rated Criteria #9		100
Overall minimum points required = 560		800 Total maximum technical points
Phase Three		
Financial Proposal		200
TOTAL AGGREGATE POINTS		1200

Stream One- Technical Evaluation

CRITERIA	Page #	Points Allocated	Score
<p>R1 The Bidder must demonstrate that their resources have experience reviewing Risk Based Intervention Level (RBIL) reports and Soil Screening Criteria (SSC) reports. Contractors can elaborate in this section on their contributions regarding the rationale, methodology, and scientific defensibility of the SSC or other existing ecological tools.</p> <p>Experience: # of reports - 60 points Description of work related to RBILs - 70 points Description of work related to SSC reports - 70 points</p>		200	
<p>R2 The Bidder must demonstrate that their resources have experience conducting Environmental Site Assessments (ESA) Phase I, II and III, including collection and analysis of samples from multiple media such as soil, surface water, sediments, water pores, air vapor, or from the installation and monitoring of ground water wells.</p> <p># of projects - 60 points Details on ESA experience - 70 points Experience in collection and analysis of samples - 70 points</p>		200	
<p>R3 – The Bidder must demonstrate that their resources have experience conducting Screening Level Risk Assessments (SLRA). Including providing consultation on approaches to management of contaminated sites in consideration of human health and the environment. This includes provision of costs (liabilities) associated with the options if applicable.</p> <p>Experience: # of reports - 60 points Description of work related to SLRAs - 50 points Description of work related to consultation on management of sites in consideration of human health and the environment. - 50 points Ability to provide cost estimates (liability) for options relating to site remediation - 40 points</p>		200	
<p>R4 – The Bidder must demonstrate their experience in providing expert opinion on options for Risk</p>		200	

<p>Management/Remediation of contaminated sites including estimates of cost for each.</p> <p>Experience: # of reports - 70 points Description of work related to provision of expert opinion - 70 points Description of work related to experience in generating estimates of costs- 60 points</p>			
<p>R5 – Experience in the classification of contaminated sites using the CCME 2008 National Classification System for Contaminated Sites (NCSCS) or the FCSAP 2009 Aquatic Sites Classification System for Contaminated Sites (ASCS).</p> <p>Bidders will be graded comparatively based on number of projects that used the NCSCS and/or the ASCS as well as the diversity of sites for which the system was used to prioritize sites for addressing risks to both human health and the environment. 20 points per project</p>		100	
<p>R6 - Inspection of buildings and/or infrastructure for the presence of hazardous materials and if present the collection and analysis of samples.</p> <p>Bidders will be graded comparatively based on number of projects where such inspections were carried out, their diversity, and the experience with collection and analysis. 20 points per project</p>		100	
Total maximum technical points = 1000	Overall minimum points required = 700		
	Total Bidder score =		

Stream Two

CRITERIA	Page #	Points Allocated	Score
<p>R1 – Knowledge and Experience</p> <p>Bidder’s should clearly demonstrate an understanding of the requirements of this SA, and experience with contaminated sites, in a short (1- 2 pages) written piece that demonstrates:</p> <ul style="list-style-type: none"> i) Knowledge of the Department and of the context of contaminated site management within Canada - 50 points; ii) Knowledge of the related policies and legislation for the handling, transport and 		300	

<p>disposal of contaminated material - 150 points; iii) Ability to provide cost estimates (liability) for options relating to site remediation - 100 points</p>			
<p>R2 – Remediation of sites</p> <p>Bidders should clearly demonstrate experience in the excavation of contaminated soils, or dredging of sediments, for removal from site and proper disposal. Demonstrate familiarity with Federal and Provincial requirements on handling and transport of such material should be demonstrated here.</p> <p>The Bidder is required to provide examples of projects that demonstrate this experience and will be evaluated based on number of projects, the relationship to Federal or Provincial requirements, and the diversity of experience.</p> <p>Remediation can include Site specific Risk Assessments, long term monitoring, and the development of Record of Site Condition reports and the Site Closure tool.</p> <p>Number of projects - 100 points Relationship to Federal or Provincial requirements - 50 points Range of Experience - 100 points</p>		250	
<p>R3 – Construction or demolition</p> <p>Bidders should demonstrate how in relation to work on contaminated sites they have either constructed or demolished storage facilities, buildings, or other infrastructure.</p> <p>Number of projects - 75 points Relationship to Federal or Provincial requirements - 50 points Diversity of Experience - 75 points</p>		200	
<p>R4 – Encapsulation of Contaminated Media or Sources of contamination</p> <p>Bidders should demonstrate how they have carried out a process of encapsulation of contaminated media or the source.</p>		250	

Bidders will be evaluated based on number of projects in the last 5 years and the applicability of the work at contaminated sites. Number of projects - 125 points Diversity of Experience - 125 points			
Total maximum technical points = 1000	Overall minimum points required = 700		
	Total Bidder score =		

Stream Three

For all experience cited, the following information must be identified in the proposed resources resumes:

- i) The name of the client organization to whom the services were provided
- ii) A brief description of the type and scope of the services that meet the identified criteria provided by the resource
- iii) The dates and duration for the work (including the years/months of engagement and the start and end dates of work).

CRITERIA	Page #	Points Allocated	Score
R1 The Bidder should demonstrate that their resources have experience in developing and conducting environmental compliance audits for federal facilities (including at least one example of a fuel storage tank compliance audit) Number of projects: 20 points per project to a maximum of 5		100	
R2 The Bidder should demonstrate that their resources have experience in developing and conducting audits of environmental management systems. Number of projects: 20 points per project to a maximum of 5		100	

<p>R3 The Bidder should demonstrate that their resources have experience in providing analyses of overall environmental performance of an organization, and guidance respecting the improvement of that performance</p> <p>Number of projects: 10 points per project to a maximum of 5</p>		50	
<p>R4 The bidder should demonstrate that their resources have experience in developing environmental management plans, standard operating procedures, and/or other compliance tools for fuel storage tanks, halocarbons, and hazardous materials and waste.</p> <p>Number of projects: 10 points per project to a maximum of 8 Project relates to Federal laws, regulations, guidelines or policies: 10 points per project to a maximum of 8</p>		160	
<p>R5 The bidder should demonstrate that their resources have experience in developing and/or reviewing/assessing Environmental Emergency Response Plans</p> <p>Number of projects: 20 points per project to a maximum of 2</p>		40	
<p>R6 The bidder should demonstrate that their resources have experience in developing environmental management plans, standard operating procedures, and/or other compliance tools for one or more of the following:</p> <ul style="list-style-type: none"> • Air emissions • Water consumption and groundwater quality • Wastewater management • Solid non-hazardous waste • Environmental Assessment <p>Number of projects: 10 points per project to a maximum of 5</p>		50	
<p>R7 The Bidder should demonstrate that their resources have experience developing and/or reviewing/assessing procedures, protocols, frameworks, manuals; environmental management plans (EMPs) and/or other components of an Environmental Management System.</p> <p>Number of projects: 10 points per project to a maximum of 5 Project seeks conformance with the ISO14001 standard and/or is for a Federal Department or Agency: 10 points per project to a maximum of 5</p>		100	

<p>R8 The bidder should demonstrate that their designated trainer has experience in leading training or group facilitation sessions related to environmental topics (e.g. fuel storage tanks, halocarbons, hazardous materials and waste and EMSs).</p> <p>Number of projects: 10 points per project to a maximum of 5 Project relates to Federal laws, regulations, guidelines or policies: 10 points per project to a maximum of 5</p>		100	
<p>R9 – The bidder should demonstrate that the Project Manager(s) have experience and expertise related to the subject areas included in R1-R8)</p> <p>10 points per each area of expertise listed in R1 – R8 that is included in project manager(s) resume, to a maximum of 10.</p>		100	
Total maximum technical points = 800	Overall minimum points required = 560		
	Total Bidder score =		

5.0 PHASE THREE – FINANCIAL PROPOSAL

REFER TO SECTION ANNEX “A” HEREIN

Evaluation of financial proposals will be based on the “weighted cost” method for each stream as follows:

Per-diem rates proposed by the bidder in Annex “A” for the initial period and the option years will be added to form an aggregate per diem rate for each category and recorded as sub-totals G, H, I, J, K and L under “Column F” in Annex A.

A weighting factor, equivalent to the maximum number of resources that can be proposed in each category will then be applied, resulting in sub-totals M, N, O, P, Q and R.

The sum of the weighted totals (S) will be used as the Total Bid Price for the purpose of rating the Bidder’s cost proposal.

The bidder with the lowest cost proposal will be awarded maximum points per Annex A.

Other bids will be evaluated based on the formula:

$$\frac{\text{Lowest bid} \times 200}{\text{Bid to be evaluated}}$$

SELECTION OF BIDDER(s):

The Bidder receiving the highest combined point rating (technical points + cost points) will be selected as the Contractor.

LANGUAGE PROFICIENCY GRID

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

APPENDIX "E"

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's 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 the tender will not be considered.

10. TENDER VALIDITY PERIOD

10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

11.1. Incomplete or conditional tenders will be rejected.

11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer 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 tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

**APPENDIX “F”
SECURITY REQUIREMENTS**

RELIABILITY STATUS & SECRET

1. The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of SECRET.
2. Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid SECRET screening, granted or approved by CIISD.
3. The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site (s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.
4. The Contractor shall comply with the provisions of:
 - a) The Security Requirements Check List (SRCL), attached at Appendix F-1 (for reference)
 - b) The Industrial Security Manual (June 1992).
5. The Contractor must complete the Personnel Identification Form (PIF), attached hereto as Appendix F-1 providing the company name and address and full names and dates of birth of all individuals who will be providing services under this contract.

APPENDIX "F-1"

**PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS**

Contract / file number:	FP802-130005
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PROJECT TITLE:

- STREAM 1) CONSULTING SERVICES FOR ASSESSING CONTAMINATION AT SITES
- STREAM 2) CONSULTING SERVICES FOR REMEDIATING/RISK MANAGING CONTAMINATED SITES
- STREAM 2) CONSULTING SERVICES TO SUPPORT COMPLIANCE WITH ENVIRONMENTAL REGULATIONS AND POLICIES

Company Name:	
Address:	
Telephone number:	
Fax number:	

Professional Services (Add second page if more space needed)

Resource Person working on this project	Date of birth Year, Month, Day	PWGSC file or certificate number (if applicable)

Contractor's
Authorized
Signatory: _____ Date: _____

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

Approved

Contracting Security Authority Date: _____

Contractor has the required security status with PWGSC (CIISD)

Contractor does not have the required security status with PWGSC (CIISD), for reason (s) noted on the attachment

APPENDIX "G"

MODEL TASK AUTHORIZATION

PART I: Request

Contract #	
Task # /Stream #	
Project #	
Financial Coding	

For the provision of services as detailed in the attached Statement of Work.

Description (include Contractor name)

Requested start date:

Requested completion date: _____

PART II: Offer

Contractor:

Address:

Professional Services Cost Estimate: (Add second page if more space needed.)

Resource Person	Category of Service	Estimate Hours	Per Diem	Extended Cost

Total Travel Costs (if applicable) \$ _____ **Price**

Total Travel Miscellaneous Costs (if applicable \$ _____ **Price**

Total Professional Services \$ _____ **Price** (Tick One) **Method of Payment (Tick One)**

Start Date: _____

Fixed

Progress Payment

Completion Date: _____

Ceiling

Upon Completion

Comments

Contractor's Authorized Signatory _____ Date _____

PART III: Acceptance

Recommended for approval _____ Date _____
Task Project Officer

Approved/Not Approval _____ Date _____
Contracting Authority

APPENDIX “T”

**OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING
COPYRIGHTS**

I 10 Crown to Own Intellectual Property Rights

I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. Waiver of Moral Rights

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 “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;
- I 10.1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.3 “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;
- I 10.1.4 “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;
- I 10.1.5 “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;
- I 10.1.6 “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;

- I 10.1.7 “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.

I 10.2 *Disclosure of Foreground Information*

- I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- I 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

I 10.3 *Canada to Own Intellectual Property Rights in Foreground Information*

- I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

I 10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

I 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

I 10.4 *License to Intellectual Property Rights in Contractor's Background Information (see alternative clause I 10.4 below for broader licence.)*

I 10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

(a) for the use, operation, maintenance, repair or overhaul of the Work;

(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not

reasonably available to enable timely maintenance, repair or overhaul;

- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

- I 10.4.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection GC10.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- I 10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- I 10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1 and I 10.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- I 10.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a

license from that Subcontractor that permits compliance with subsections I 10.4.1 and I 10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

I 10.5 *Right to License*

I 10.5.1 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 Background Information as required by the Contract.

I 10.6 *Access to Information; Exception to Contractor Rights*

I 10.6.1 Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

I 10.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
- (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

I 10.7 *Waiver of Moral Rights*

I 10.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c.

C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

- I 10.7.2 If the Contractor is an author of the Foreground Information referred to in subsection I 10.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.