



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
Fisheries and Oceans, Canada  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

February 7, 2014

Subject: Request for Proposal No. F5211-140003  
Title: **HUMBER RIVER AND DUFFINS CREEK SEA LAMPREY TRAPPING  
CONTRACT**

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index.**

If you are interested in undertaking this project, your proposal **must be received** by the under signed on or prior to the closing date and time. You may email your bid to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) or forward it via mail or courier to:

Procurement Hub - Fredericton  
Materiel and Procurement Services  
Fisheries and Oceans Canada  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: February 21<sup>st</sup>, 2014.**

Please note that it is the practice for local couriers to deliver to the above address, if your proposal is sent from outside of the Fredericton NB area, it is your responsibility to ensure that the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Contractors working under this contract must hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of closing to allow them access to Fisheries and Oceans' restricted office areas.

No sensitive information can be accessed, processed or stored at the contractor's premises.

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

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

If additional information is required, you are requested to contact Kimberly Walker, Senior Contracting Officer, Fredericton Procurement Hub at (506) 452-3624, by fax at (506) 452-3676 or e-mail at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, NO LATER THAN February 18<sup>th</sup>, 2014, 2 pm (14:00 Hours) ATLANTIC TIME TO THE CONTRACT AUTHORITY AS SET OUT IN SECTION 18 OF ANNEX 1- OFFER OF SERVICES / CONTRACT FORM. 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,

Kimberly Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

Attach.

## **APPENDICES**

### **REQUEST FOR PROPOSAL –**

### **HUMBER RIVER AND DUFFINS CREEK SEA LAMPREY TRAPPING CONTRACT**

- |                         |                                   |
|-------------------------|-----------------------------------|
| 1. Letter of Invitation |                                   |
| 2. Annex 1              | Offer of Services / Contract Form |
| 3. Attachment           | General Conditions                |
| 4. Attachment           | Terms of Payment                  |
| 5. Attachment           | Instructions to Tenderers         |
| 6. Attachment           | Insurance Conditions              |
| 7. Attachment           | Statement of Work                 |
| 8. Attachment "         | Evaluation Criteria               |
| 9. Attachment           | Envelope Template                 |

**Bid Closing Date: February 21<sup>st</sup>, 2014**  
**Time: 2 pm (14:00 Hours) Atlantic Time**

---

**ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM**

**REQUEST FOR PROPOSALS FOR:**

**HUMBER RIVER AND DUFFINS CREEK SEA LAMPREY TRAPPING CONTRACT**

**1. PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Complete Name and Address)*

**2. PERFORMANCE OF WORK**

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

**3. CONTRACT DOCUMENTS**

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. General Conditions;
3. Terms of Payment;

4. Statement of Work;
5. Evaluation Criteria;
6. Annex 2 - Proposal.

#### **4. SECURITY**

All contractors working under this contract must hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of bid closing to allow them access to Fisheries and Oceans' restricted office areas.

No sensitive information can be accessed, processed or stored at the contractor's premises

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

#### **5. DISCREPANCIES**

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

#### **6. CONTRACT PERIOD**

The Contractor hereby offers to perform the work commencing on March 1, 2014 to February 28, 2015, with option to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work will be completed between March 15 and August 1, 2014. Project work for optional years would have similar dates for 2015, 2016 and 2017.

#### **7. TENDERED PRICES**

##### **7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

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

Cost needs to be provided as a weekly rate.

#### **8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

**9. SUBMISSION**

The Contractor submits herewith the following:

- a)     **ANNEX 1**                   **OFFER OF SERVICES/CONTRACT FORM  
(DULY COMPLETED AND SIGNED)**
- b)     **ATTACHMENT**       **Statement of Work;**
- c)     **ATTACHMENT**       **Evaluation Criteria, completed and signed;**
- d)     **ANNEX 2**                   **Proposals**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

**10. IRREVOCABLE OFFER**

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full understanding that this Total Estimated Tendered Price 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.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

**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.

**13. CONTRACT**

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

**14. RIGHTS OF THE MINISTER**

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

**15. REPLACEMENT OF PERSONNEL**

**15.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

**15.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

**15.3** The Contractor shall, before replacing any specific person named in the Contract,

provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and,
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

**15.4** The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

**15.5** The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

**15.6** The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**16. ADDENDUM**

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Contractor's signature \_\_\_\_\_

**17. CONTRACTOR'S ADDRESS**

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of Annex 1.



**18. DEPARTMENTAL PERSONNEL**

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

Kimberly Walker  
Senior Contracting Officer  
Fredericton Procurement Hub  
Department of Fisheries and Oceans  
301 Bishop Drive  
Fredericton NB  
E3C 2M6  
Telephone: (506) 452-3624  
Facsimile: (506) 452-3676

**PROJECT AUTHORITY**

(To be completed upon contract award)

---

---

---

---

**19. SIGNATURE FOR OFFER OF SERVICES**

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

In the Presence of

**For the Contractor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

---

**ACCEPTANCE UPON AWARD**

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

**Accepted on behalf of Her Majesty the Queen in right of Canada this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

\_\_\_\_\_  
**Position**

**General Conditions – Manual Services (i.e. Cleaning, window washing,  
snow or garbage removal, maintenance)**

**Text:**

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Payment Period
- 12 Interest on Overdue Accounts
- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Code of Conduct and Certifications
- 27 Harassment in the Workplace
- 28 Entire Agreement

May 1, 2012

### *01 Interpretation*

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### *02 Powers of Canada*

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### *03 Status of the Contractor*

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### *04 Conduct of the Work*

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.
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.

#### *05 Subcontracts*

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

#### *06 Time of the Essence*

It is essential that the Work be performed within or at the time stated in the Contract.

#### *07 Excusable Delay*

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for

approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither 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 contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### *08 Inspection and Acceptance of the Work*

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### *09 Invoice Submission*

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 10 Taxes

### 1. Municipal Taxes

Municipal Taxes do not apply.

### 2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

#### 4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

#### 5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### 11 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### 12 Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before 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 for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.



2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### **13 Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

#### **14 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **15 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **16 Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **17 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

### **18 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### **19 Suspension of the Work**

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. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### **20 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **21 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to

complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. 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 the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### *22 Right of Set-off*

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### *23 Conflict of Interest and Values and Ethics Codes for the Public Service*

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### *24 Contingency Fees*

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees 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 an employee of the Contractor acting in the normal course of the employee's duties. In this section,

"contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

#### *25 International Sanctions*

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

#### *26 Code of Conduct and Certifications*

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. Furthermore, in addition to the *Code of Conduct for Procurement*, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - a. payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4<sup>th</sup> Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
  - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - a. either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

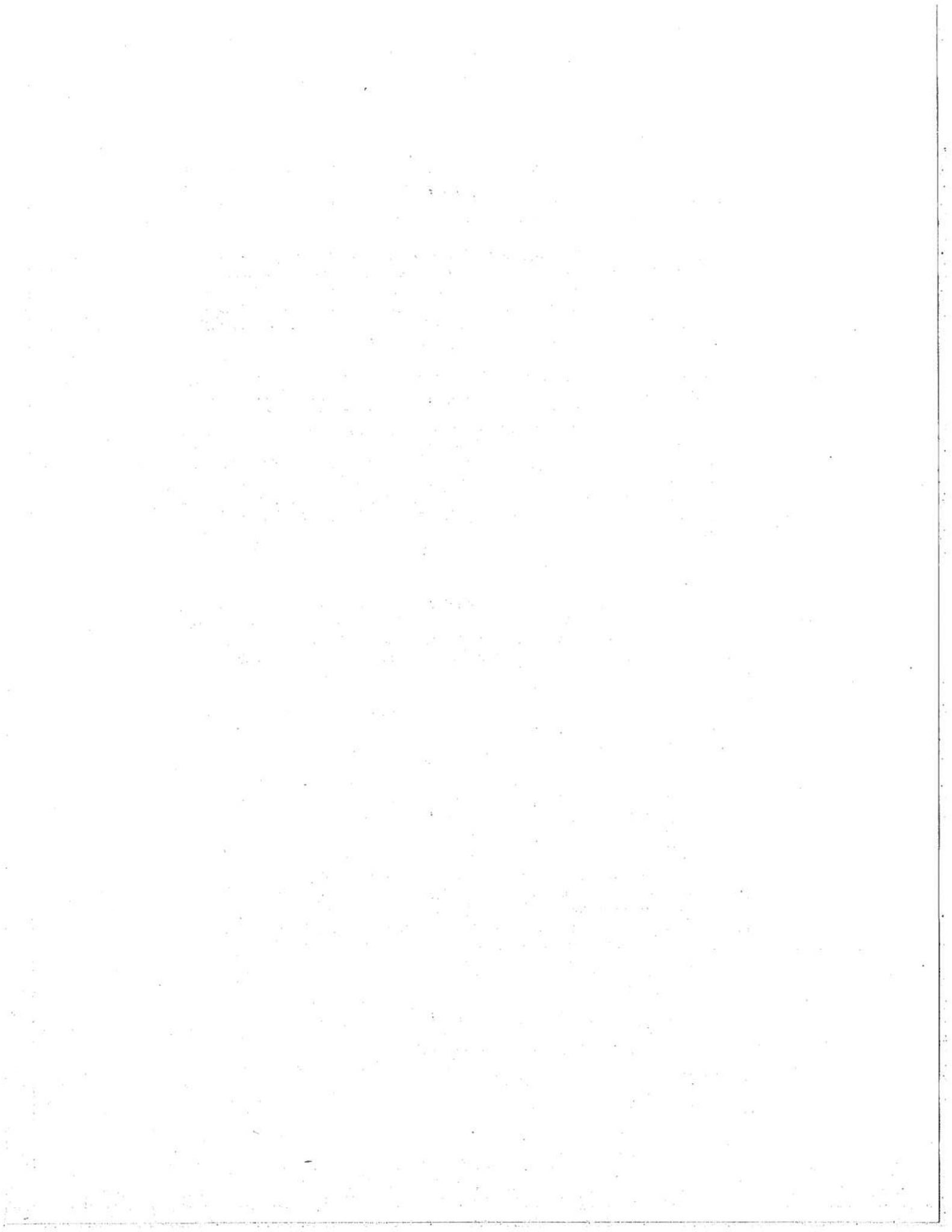
5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### ***27 Harassment in the Workplace***

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on the Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### ***28 Entire Agreement***

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.





#### TERMS OF PAYMENT

Payment for the work shall be made following delivery, inspection and acceptance of the work, and following presentation of invoices. The period for payments shall be within thirty (30) days, calculated from:

- a) The date the invoice is received, or
- b) The date of the receipt of the goods or the completion of work; whichever is the latest of (a) or (b); or
- c) The date defined in the contract.

Except as otherwise stated in the contract, DFO shall be liable to pay, without demand from the Contractor, simple interest at the Bank rate plus three (3) percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusively. 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. The Bank rate shall be that rate prevailing at the opening of business on the date of payment.

#### METHOD AND DATE OF PAYMENT

Invoices must be sent in duplicate to the address indicated in the contract. The contract number identified on page one of the contract must be indicated on all invoices.

#### TAXES

All prices and amounts of money in the Contract are exclusive of G.S.T. or H.S.T., as applicable, unless otherwise indicated. The Goods and Services Tax or Harmonized Sales Tax, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item. 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 Revenue Canada any amounts of GST and HST paid or due.

#### MODALITÉS DE PAIEMENT:

Le paiement pour l'ouvrage est fait après la livraison, l'inspection et l'acceptation de l'ouvrage sur présentation de factures et autres pièces justificatives. Les paiements sont fait dans les trente (30) jours à compter de:

- a) La date de réception de la facture, ou
- b) La date d'échéance du travail, la dernière de (a) ou (b); ou
- c) La date stipulée dans le contrat

Sauf stipulation contraire du contrat, le MPO est tenu de payer, sans que l'entrepreneur n'en fasse la demande, l'intérêt simple, calculé à l'aide de taux d'escompte plus trois (3) pour cent, sur tout montant en souffrance, et ce, à compter du jour où le montant est devenu échu jusqu'au jour précédent la date où le paiement est effectué, inclusivement. L'intérêt est payable sans avis de l'entrepreneur pour une somme en souffrance pour plus de 15 jours. Un intérêt est payé pour une somme en souffrance pour moins de 15 jours si l'entrepreneur en fait la demande. Le taux d'escompte est celui qui avait cours à l'ouverture des bureau, le jour du paiement.

#### MÉTHODE DE PAIEMENT:

Les factures doivent être envoyées, en double exemplaire, à l'adresse stipulée dans le contrat. Le numéro de contrat figurant à la page 1 du présent contrat doivent être inscrits sur toutes les factures.

#### IMPOTS:

Dans le présent contrat, sauf indication contraire, tous les prix et toutes les sommes excluent la TPS ou la TVH, le cas échéant. La taxe sur les produits et services (TPS) ou la taxe de vente harmonisée (TVH), s'il y a lieu, vient s'ajouter au prix indiqué dans le présent contrat et sera acquittée par le Canada.

La TPS ou la TVH estimative est comprise dans le coût estimatif total. Dans la mesure où elle s'applique, la TPS ou la TVH sera précisée dans toutes les factures et demandes d'acompte et sera indiquée distinctement sur ces factures et dans ces demandes. Tous les biens ou les services détaxés, oxénérés ou auxquels la TPS ou la TVH ne s'appliquent pas doivent être précisés à ce titre sur toutes les factures. L'entrepreneur s'engage à verser à Revenu Canada toutes les sommes acquittées ou exigibles au titre de la TPS et de la TVH.





## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

#### **In the Request for Quotation**

- 1.1. the terms quotation, 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 Quotation.
- 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 Quotation. 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. Where a tender return envelope has been provided. The name and address of the tenderer are to be entered in the "Submitted by" space provided on the face of the envelope.
- 2.4. Where a tender return envelope template has been provided, bidders shall provide their 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 Quotation as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Quotation.
- 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. AMENDMENTS TO TENDER DOCUMENTS**

- 5.1. Requests for suggested amendments to the tender documents shall not be considered unless the request is received at least seven (7) days before the date set for the closing of tenders.

## 6. REVISION OF TENDERS

- 6.1. 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.

## 7. TENDER SECURITY

- 7.1. If specified in the Request for Quotation, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 7.2. 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.

## 8. CONTRACT SECURITY

- 8.1. If specified in the Request for Quotation, 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.
- 8.2. 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.

## 9. INSURANCE

- 9.1. If specified in the Request for Quotation, 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.
- 9.2. 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.

## 10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 10.1. 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**.

## 11. PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS, IF APPLICABLE

- 11.1. If this Request for Quotation is set aside for Aboriginal suppliers, in accordance with the Procurement Strategy for Aboriginal Business, the tenderer must certify in its tender that it is an Aboriginal business or an eligible joint venture, as defined in the attached certification(s). It is **mandatory** that the requirements in the attached certification(s) be met or the tender **will not be considered**.

## 12. SIGNING OF DOCUMENTS

- 12.1. See attached form entitled "Requirements for Signature and Description of Parties other than Her Majesty".

### 13. TENDER VALIDITY PERIOD

- 13.1. Unless otherwise specified in the Request for Quotation, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 13.2. Notwithstanding Article 13.1, 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.
- 13.3. 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.

### 14. INCOMPLETE TENDERS

- 14.1. Incomplete or conditional tenders **will** be rejected.
- 14.2. Tenders that omit any mandatory requirements specified in the Request for Quotation **will** be rejected.
- 14.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

### 15. REFERENCES

- 15.1. 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.

### 16. LOWEST TENDER NOT NECESSARILY ACCEPTED

- 16.1. The lowest or any tender will not necessarily be accepted.

### 17. THE CODE OF CONDUCT FOR PROCUREMENT

- 17.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
  - (a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
  - (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

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

17.3 For further information, the Bidder may refer to the following PWGSC site :

<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html>.

## **INSURANCE CONDITIONS**

### **SERVICE CONTRACTS**

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

#### 1. Definitions

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

#### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

#### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

#### 4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

#### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

#### 6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

#### 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$1,000,000.00.**

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

**Minimum acceptable amount is \$1,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**

## **STATEMENT OF WORK**

### **HUMBER RIVER AND DUFFINS CREEK SEA LAMPREY TRAPPING CONTRACT**

#### **CONTRACT DATES**

March 1, 2014 to February 28, 2015, with option to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Project work will be completed between March 15 and August 1, 2014. Project work for optional years would have similar dates for 2015, 2016 and 2017.

For each year, the first day of trap servicing will be dependent on weather, and will be determined by DFO (usually in early April). Once the start date has been determined, the trap will be serviced five days per week for a minimum of 10 consecutive weeks. Work may be required beyond this 10 week period dependent on weather and trap catches, up to a maximum of 4 weeks. These week-long extensions will be determined by DFO at the end of the first 10 weeks and at the end of each subsequent week-long extension.

#### **BACKGROUND:**

DFO has played a vital role in the sea lamprey control program since 1955. It is a binational program that is coordinated by the Great Lakes Fishery Commission (GLFC) and serves to protect the fisheries of the Great Lakes, which have an estimated economic benefit of \$7 billion annually. Control is achieved primarily by extensive treatment of streams to eliminate larval sea lampreys. To measure how effective the control program is each year, DFO estimates the populations of adult sea lamprey in each lake on an annual basis. This is done by using traps to estimate populations in streams and then extrapolating to the entire lake. The results help to direct sea lamprey management.

Since 1967, DFO has been collecting spawning-phase sea lampreys from the Humber River, as part of a Lake Ontario network of traps intended to monitor sea lamprey numbers. In the early 1980s, following an extended period of dip-netting and one year of portable trapping, two attractant water traps were installed in the bank-side corners of the Old Mill water control dam. Portable trapping operations, initiated in Duffins Creek in 1976, were replaced downstream in 1981 by a low-head barrier and incorporated attractant water trap.

#### **OBJECTIVE:**

Operate the two traps incorporated into Old Mill dam on the Humber River in Toronto, ON, and the trap incorporated into the low-head sea lamprey barrier on Duffins Creek in Ajax, ON, conducting mark and release studies with the sea lamprey captured, and collect and supply raw data to be used to generate a population estimate in this stream. This population estimate will be used along with that of other streams to estimate the population in all of Lake Ontario.

## **REQUIREMENTS:**

The services that are required for each stream, five days per week are:

1. Ensure traps and barriers are operating as intended. This involves;
  - a. assisting with the initial clean-out and set-up of the traps,
  - b. general maintenance of the site including removal of debris accumulating in and around the traps,
  - c. contacting DFO personnel when not operating as intended, or vandalism has occurred, and
  - d. recording the operational status of the traps each day.
  
2. Remove, identify and count fishes and invertebrates captured in traps. This involves;
  - a. accessing traps (in the case of Humber traps opening the lid and using a davit and chain hoist to lift traps, in the case of Duffins opening the lid),
  - b. removing all animals captured,
  - c. identifying and counting the number and species of fish,
  - d. releasing native species upstream of the barrier,
  - e. disposing of surplus sea lampreys (up to 1,000 per day), and
  - f. recording all information accurately.
  
3. Conduct a mark-recapture study to estimate the population in the river. This involves;
  - a. marking a portion of the sea lampreys with a unique fin clip for each week,
  - b. maintaining good health of marked lampreys, transporting and releasing them at designated sites downstream,
  - c. identifying and disposing of fin-clipped sea lampreys recaptured in traps, and
  - d. recording all information accurately.
  
4. Collect environmental data. This involves;
  - a. measuring water and air temperature,
  - b. measuring water levels using staff gauges on site,
  - c. measuring turbidity, and
  - d. recording all information accurately.
  
5. Complete a daily report each time the trap is visited. This involves:
  - a. recording the date, time, operator name and all information collected in numbers 1 to 4 above,
  - b. upon completion of each week, mail the set of hard copy daily reports for that week to DFO, and
  - c. retain field notes and daily reports to prevent data loss.
  
6. On a weekly basis call or e-mail DFO to report:
  - a. the daily number of sea lamprey that were captured and recaptured from each individual trap over the previous week, and
  - b. any mechanical or structural issues with the barrier, fishway or traps.



The language of correspondence must be English.

A vehicle that is capable of transporting adult sea lampreys to release and disposal sites is required. Total weight of water and lampreys can be up to 225kg (500 lbs).

The amount of time required usually varies from 2 to 6 hours per day, depending on how many sea lampreys are captured, and how much site maintenance is required.

A template for daily reports is available, as is the Standard Operating Procedure and Task Hazard Analysis for sea lamprey trap operation at this site.

Periodic site visits will be made by DFO staff over the course of the contract to ensure that work is being done safely.

**METHOD AND SOURCE OF ACCEPTANCE:**

The Contractor will be paid either once per month or as a lump sum when the work for each year has been completed, to be determined by DFO and the Contractor upon the contract being awarded. Invoices must be submitted electronically.

**INSURANCE**

The Contractor must ensure they maintain adequate insurance during all project work.

**INTELLECTUAL PROPERTY**

There is no intellectual property being developed for this contract but information collected will belong to DFO.

**DEPARTMENTAL RESPONSIBILITIES:**

DFO will provide all equipment to complete the work.

**CONTRACTOR RESPONSIBILITIES:**

The Contractor is responsible for secure off-site storage of equipment, costs related to the disposal of sea lampreys insurance requirements, transportation to and from the sites, telephone calls to DFO, postage and photocopying.

**RESOURCES AND LEVEL OF EFFORT:**

Although the trap sites meet safety requirements for one person to be on site, two people are recommended for operating traps, not only for safety, but to provide help with physical lifting and moving of traps, as well as sorting, identifying, counting fishes, and marking and releasing sea lampreys.

The trap sites must be accessed on a daily basis, sometimes in adverse weather conditions.

A mark-recapture type population estimate must be conducted, which involves handling, tagging and releasing tagged lampreys in healthy condition.

**MAXIMUM ANNUAL BUDGET:** Total (up to 14 weeks): **\$35,000**



**F5211-140003**

**EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

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

**The proponent can include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

<b>No.</b>	<b>Mandatory Criteria</b>	<b>Meets Criteria (✓)</b>	<b>Proposal Page No.</b>
<b>M1</b>	Bidders must demonstrate they have the resources necessary to carry out the project.  Transportation capable of carrying 1m <sup>3</sup> (35 cu. ft) weighing up to 1000kg (2200lbs)		



**F5211-140003**

**EVALUATION CRITERIA**

**RATED REQUIREMENTS:**

Proposals should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

<p>1. Experience with sea lamprey trap operation. a) Understanding (10 points max) b) Years of Experience (30 points max)</p> <p>2. Experience with projects involving scientific data collection. Experience communicating technical data orally and in writing. a) Understanding (10 points max) b) Years of Experience (20 points max)</p> <p>3. Experience identifying and handling fishes. a) Understanding (10 points max) b) Years of Experience (10 points max)</p> <p>4. Experience operating and performing basic repairs to mechanical, pneumatic and electrical equipment. a) Understanding (5 points max) b) Years of Experience (5 points max)</p>	
--	--

**COST:** Cost needs to be provided as a weekly rate.

**BASIS OF SELECTION:** The Contractor selected will be based on the highest rated responsive proposal within the stipulated maximum budget.



## **SAMPLE ENVELOPE**

*Your company name and address*

Fisheries and Oceans Canada  
**TENDER SUBMISSION**  
Fisheries and Oceans Canada  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6

**Tender**      **F5211-140003**  
**Humber River And Duffins Creek Sea**  
**Lamprey Trapping Contract**

**Date Due:**    **Friday, February 21, 2014**  
2:00 PM Atlantic Time

