



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Materiel and Procurement Services,
Financial and Materiel Management Operations
Fisheries and Oceans Canada
301, Bishop Drive,
Fredericton, New Brunswick,
EC3 2M6, Canada

April 10, 2014

Subject: **Request for Proposal No. F5211-130506**
Bathymetric surveys at different sites, Magdalen Islands, QC.

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The services are to be performed during the period commencing upon the date of award of the contract on an **"as-and-when required"** basis and are to be completed by March 31st, 2015 as detailed in the Statement of Work.

SECURITY REQUIREMENTS - There is no security requirement for this contract.

If you are interested in undertaking this project, your electronic Bid is to be sent by email to: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca must clearly indicate the title of the work and addressed to the undersigned **will be received up to 14:00 p.m. Atlantic Time (13:00 p.m. Eastern Time), Friday, April 25, 2014**, for the said service in accordance with the documents enclosed.

You are invited to submit one (1) electronic copy in PDF format of a Technical and Financial Proposals which fulfills the requirements of this Request for Proposals. The electronic copy in pdf format must be completed in accordance with (Annex 1) – Offer of services / Contract form. Your proposal must be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Proposals (RFP) No. **F5211-130506**, the title of the work and the name and address of your firm.

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 required;
- b) **CONTECT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy required;

- c) CONTENT: VOLUME 3 – CERTIFICATIONS (ATTACHED AT APENDIX C-1) (MANDATORY) – one (1) electronic copy required;

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

VOLUME 1: Technical Proposal (with no reference to price)

a) **ANNEX 1 – OFFER OF SERVICES / CONTRACT FORM**

b) **ANNEX 2 - PROPOSAL**

Your proposal must include:

1. An indication of an understanding of the requirement and objectives of the project;
2. A listing of equipment to be used for the term:
 - a. Type of vessel;
 - b. Type of equipment used to make bathymetric surveys;
 - c. Type of equipment used for data processing and calculation of volume.
3. A description of the firm's capability to carry out this Work;
4. An indication and one (1) example of previous bathymetric surveys project successfully completed by the firm; technical information, including a listing and description of this project with commencement and termination date and for whom the work was performed;

VOLUME 2: Financial Proposal

1. Please complete a tendered price in Appendix "B" – Basis of Payment.
2. 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;

VOLUME 3: Certifications

1. Certifications attached hereto as Appendix "C-1" signed and dated.

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 Gricha Zurita, Senior Contracting Officer, Procurement Hub, Fredericton Office by email at 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 APRIL 23rd, 2014, 14:00 P.M. ATLANTIC TIME (13:00 P.M. EASTERN 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,

Gricha Zurita
Senior Contracting Officer,
Procurement Hub, Fredericton Office

Attach.

APPENDICES

REQUEST FOR PROPOSAL - Bathymetric surveys at different sites, Magdalen Islands, QC

- | | |
|-------------------------|-----------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Offer of Services / Contract Form |
| 3. Appendix "A" | General Conditions |
| 4. Appendix "B" | Basis of Payment |
| 5. Appendix "C" | Statement of Work |
| 6. Appendix "C-1" | Certifications |
| 7. Appendix "C-2" | Technical Specifications |
| 8. Appendix "D" | Evaluation Criteria |
| 9. Appendix "E" | Instructions to Tenderers |

ANNEX 1

OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Bathymetric surveys at different sites, Magdalen Islands, QC.

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:

Bathymetric surveys at different sites, Magdalen Islands, QC.

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. Document marked Appendix "A", Conditions" attached hereto or referenced entitled "General Conditions";
3. Document marked Appendix "B", attached hereto, or referenced entitled "Basis of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";

5. Document marked Appendix "C-1", attached hereto, or referenced entitled "Certifications";

6. Annex 2 - Proposal.

4. SECURITY

There is no security requirement for this contract.

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 the date of acceptance of this Offer on an "as-and-when required basis" commencing upon the date of the contract award and are to be completed by March 31st, 2015.

7. TENDERED PRICES

7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

Bathymetric surveys at different sites, Magdalen Islands, QC.

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

Firm fixed price per unit: \$_____ + GST\

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) **APPENDIX "B" Basis of Payment, completed and signed;**
- c) **APPENDIX "C-1" Certifications**

- 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 _____, 2010.

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:

Gricha Zurita
Senior Contracting Officer
Department of Fisheries and Oceans
301, Bishop Drive,
Fredericton, NB, E3C 2M6, CANADA
Telephone: (506) 452-4236
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

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 govern 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. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1 Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2 Unless instructed otherwise under the supplementary conditions, all right, title and interest relating to Intellectual Property conceived or developed in performing the work under the Contract shall vest in and remain the property of the Contractor except that if the Contractor independently declares that it has no intention or capability of commercially exploiting the said Intellectual Property, the ownership of such Intellectual Property shall vest in Canada.
- 18.3 The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. PAYMENT BY THE MINISTER

- 19.1 19.1 Applicable when the Terms of Payment specify PROGRESS Payments.

19.1.1 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.

19.1.2 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.

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

19.2.1 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.

19.2.2 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.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 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.

20.2 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.

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

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

21. SCHEDULE AND LOCATION OF WORK

21.1 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.

21.2 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.

22. MINISTER’S RESPONSIBILITIES

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

23. CERTIFICATION - CONTINGENCY FEES

23.1 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.

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

23.3 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.

23.4 In this section:

23.4.1 “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;

23.4.2 “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.

24. PRICE CERTIFICATION

24.1 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.

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

25.1 It is a term of the Contract that:

25.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. INTERNATIONAL SANCTIONS

26.1 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>.

- 26.2 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.
- 26.3 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.

27. OFFICIAL LANGUAGES

- 27.1 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.

28. ENTIRE AGREEMENT

- 28.1 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.

29. ENVIRONMENTAL CONSIDERATIONS

- 29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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".
- 29.6 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.

30. HEALTH AND SAFETY

30.1 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.

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

31.1 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.

31.2 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.

31.3 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.

31.4 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. **F5211-130506** 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.

31.5 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.

- 31.6 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.
- 31.7 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.

32. THE CODE OF CONDUCT FOR PROCUREMENT

- 32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 32.2 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.
- 32.3 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"

BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix "B" 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. 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.

4. 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.

5. TENDERED PRICES

5.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

For the provision of all professional services, including all associated costs necessary to carry out the required work on an "**as-and-when required**" basis from the date of award of the contract to March 31st, 2015.

Unit cost table

ITEM	DESCRIPTION	UNIT MESUREMENT	QUANTITY ESTIMATED	UNIT COST \$	TOTAL COST \$
1	Bathymetric Survey	Unit	15		
				Sous-total :	<input type="text"/>
				TPS :	<input type="text"/>
				TVQ :	<input type="text"/>
				Total :	<input type="text"/>

6. SCHEDULE OF PAYMENTS

6.1 One lump sum payment for services rendered will be made upon completion and Request for Proposal Solicitation Reference Number: F5211-130506

6.2 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.

7. 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.

7.1 Payments will be made provided that:

7.1.1 The Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;

7.1.2 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.

7.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

7.1.4 Each invoice and supporting documentation, if applicable, is properly and accurately completed.

7.2 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."

7.3 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.

7.4 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.

8. INTEREST ON OVERDUE ACCOUNTS

8.1 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

8.2 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.

8.3 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.

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

9. SUPPLEMENTARY CONTRACTOR INFORMATION

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 “C”

STATEMENT OF WORK

1.1 Title:

Bathymetric surveys at different sites located in Magdalen Islands.

1.2 Objectives of the Requirement:

The purpose of this requirement is the completion of bathymetric surveys and the calculation of quantities (volumes) related to the dredging maintenance program of harbors fisheries located in the Magdalen Islands. Bathymetric surveys can be of different types such as:

- Verification
- Before dredging
- After dredging
- Open sea disposal site
- Artificial reefs site

1.3 Background :

See technical specifications.

1.4 Scope :

See technical specifications.

2.0 Requirements :

1. Provide with the tender documents, the list of equipment to be used for the term:
 - a. Type of vessel;
 - b. Type of equipment used to make bathymetric surveys;
 - c. Type of equipment used for data processing and calculation of volumes;
2. Provide one (1) example of bathymetric survey (plan) conducted.

2.1 Tasks, Activities, deliverables.

See technical specifications.

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. Request for Proposal Solicitation Reference Number: F5211-130506

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 “C-2”
TECHNICAL SPECIFICATIONS**

FISHERIES AND OCEANS CANADA – SMALL CRAFT HARBOURS – QUEBEC REGION
BATHYMETRIC SURVEYS AT VARIOUS SITES – MAGDALEN ISLANDS
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**VARIOUS SITES IN THE MAGDALEN ISLANDS
Riding: Gaspésie – Îles-de-la-Madeleine**

Bathymetric Surveys (2014-2015)

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WORK DESCRIPTION SUMMARY
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Part 1 General

1.1 SECTION INCLUDES

- .1 Work covered by contract documents.
- .2 Contractor use of premises.

1.2 PRECEDENCE

- .1 Division 01 sections take precedence over technical specification sections in other divisions of this Project Manual.

1.3 RELATED SECTIONS

- .1 Section 35 20 23 – Dredging (Bathymetric surveys).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- .1 The purpose of this requirement is the completion of bathymetric surveys and the calculation of quantities (volumes) related to the dredging maintenance program of harbors fisheries located in the Magdalen Islands.
 - Verification
 - Before dredging
 - After dredging
 - Open sea disposal site
 - Artificial reefs site

The Contractor selected for the execution of works shall also provide calculations of quantities and provide all the necessary technical information to the drawing bathymetric surveys.

- .2 The Department wishes to award a contract for one year
- .3 The equipment of the Contractor must be available and mobilized within a period of 48 hours after the order of the Ministry Representative.

1.5 CONTRACTOR USE OF PREMISES

- .1 The Contractor may use the work location until the work is completed.
- .2 The Contractor shall limit its use of premises for work and for access to allow for:
 - .1 Use of the site by the Department.

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- .2 Public usage.
- .3 Mariners' usage.
- .3 Coordinate use of premises under direction of Departmental Representative.
- .4 The Contractor shall take all necessary action and safety precautions to protect persons, property and structures from accident or damage in the course of the work.
- .5 The Contractor shall carry out the work in such a way as not to interfere with normal use or activities or to compromise the safety of users.
- .6 The Contractor must make every possible effort to ensure the safety of all vessel crossings. The contractor must Communicate properly with Marine Communications and Traffic Services (MCTS) at all times.
- .7 The Contractor shall perform all work needed to ensure the continuity of existing services and allow authorized persons and vehicles to access the property.

Part 2 Products

- 2.1 NOT USED
 - .1 Not applicable.

Part 3 Execution

- 3.1 NOT USED
 - .1 Not applicable.

END OF SECTION

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Part 1 General

1.1 REFERENCES

- .1 Fisheries and Oceans Canada
 - .1 General Clauses and Conditions (see tendered document).

1.2 ADMINISTRATIVE

- .1 Submit to Departmental Representative **submittals** listed for review. Submit promptly and in orderly sequence so as to not cause delay in work. Failure to submit in ample time is not considered sufficient reason for extension of contract time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with work affected by **submittal** until review of all submittals is complete.
- .3 Present shop drawings, product data, **samples and mockups** in SI metric units.
- .4 Review **submittals** prior to submission to Departmental Representative. This review represents that necessary requirements have been, or will be, determined and verified and that each **submittal** has been checked and coordinated with requirements of work and contract documents. **Submittals** not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .5 Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6 Verify the accuracy of field measurements in relation to any adjacent structures affected by the work.
- .7 Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submittals.
- .8 Contractor's responsibility for deviations in submission from requirements of contract documents is not relieved by **Departmental** Representative's review.
- .9 Keep one reviewed copy of each submission on site.
- .10 Accompany submissions with **transmittal letter** containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.

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SUBMITTAL PROCEDURES
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- .4 Identification and quantity of each document.
- .5 Other pertinent data.

- .11 The Department will provide the Contractor with copies of dumping permits issued for each of the sites where the disposal is necessary. The Contractor shall display the license on the equipment used for this purpose.

1.3 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after awarding of Contract, submit to the Departmental Representative all documents required by the public agency having jurisdiction over worker protection in the event of a work-related accident.

Part 2 Products

2.1 NOT USED

- .1 Not applicable.

Part 3 Execution

3.1 NOT USED

- .1 Not applicable.

END OF SECTION

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Section 01 35 30(D)

BATHYMETRIC SURVEYS AT VARIOUS SITES HEALTH AND SAFETY REQUIREMENTS (BATHYMETRIC SURVEYS)

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Part 1 General

1.1 SECTION INCLUDES

- .1 The Contractor shall manage its operations so that safety and security of the public and of construction site/workplace workers and environmental protection always take precedence over cost and scheduling considerations.

1.2 REFERENCES

- .1 According to the context, the most recent of the following codes shall be used:
 - .1 Canada Labour Code - Part II, Canadian Occupational Safety and Health Regulations.
 - .2 Canadian Standards Association (CSA).
 - .3 Act respecting Occupational Health and Safety (R.S.Q., c. S-2.1) [2002].
 - .4 Construction Safety Code, S-2.1, r.6 [2001].
 - .5 Any other health and safety act or regulation that could be applicable under the company's status or the context of the work execution.

1.3 SUBMITTALS

- .1 Submit required documents according to section 01 33 00.
- .2 Submit to Departmental Representative the construction site/workplace-specific safety program as outlined in 1.8 - Safety and Health Management at least 10 days prior to start of work. The Contractor shall review its program during the course of the project in the event of changes to work methods or construction site/workplace conditions. The Departmental Representative may, after receiving the program or at any time during the project, ask the Contractor to update or modify the program in order to better reflect the reality of the construction site/workplace. The Contractor must make the required changes before work begins.
- .3 Submit to Departmental Representative within 24 hours a copy of any inspection report, correction notice or recommendation issued by federal or provincial inspectors.
- .4 Submit to Departmental Representative within 24 hours an investigation report for any accident involving injury or any incident exposing a potential hazard.
- .5 Submit to Departmental Representative all safety data sheets for hazardous materials to be used at the construction site/workplace at least three (3) days before they are to be used.

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- .6 Submit to Departmental Representative copies of all training certificates required for application of the safety program, in particular:
 - .1 First aid in the workplace and cardio-pulmonary resuscitation;
 - .2 Work in confined spaces;
 - .3 Lockout procedures;
 - .4 Wearing and fitting of individual protective gear;
 - .5 Any other requirement of Regulations or the safety program.
- .7 Medical examinations: wherever legislation, regulations, directives or a safety program require medical examinations, the Contractor shall:
 - .1 Prior to start-up, submit to Departmental Representative certificates of medical examination for all supervisory staff and employees who will be on duty when the construction site/workplace opens.
 - .2 Thereafter submit without delay certificates of medical examination for any newly hired personnel as and when they start work at the construction site/workplace.
- .8 Emergency plan: The emergency plan, as defined in 1.8.3 - Safety and Health Management, shall be submitted to Departmental Representative at the same time as the construction site/workplace-specific safety program.
- .9 Permits: Obtain all required municipal, provincial and federal permits according to contractual clauses. Send a copy of each permit to Departmental Representative without delay.
- .10 Plans and certificates of compliance: Submit to Departmental Representative copies, signed and sealed by Departmental Representative of working methods, of all plans and certificates of compliance applicable as follows:
 - .1 Any modification to equipment or a machine component unauthorized by the builder. Maintain copies of these documents at the construction site/workplace for the duration of the project.

1.4 SAFETY ASSESSMENT

- .1 The Contractor shall identify all hazards inherent in each task to be carried out at the construction site/workplace.
- .2 The Contractor shall plan and organize work so as to eliminate hazards at source or to promote collective protection so as to minimize reliance on individual protective gear. Where individual protection against falling is required, workers shall use a safety harness that meets standard CAN-CSA-Z259.10-M90. Safety belts shall not be used as protection against falling.

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- .3 Equipment, tools and protective gear which cannot be installed, fitted or used without compromising the health or safety of workers or the public shall be deemed inadequate for the work to be executed.
- .4 All mechanical equipment shall be inspected before delivery to the construction site/workplace. Before using any mechanical equipment, submit to Departmental Representative a certificate of compliance signed by a qualified mechanic. In the event of suspicion of a defect or accident risk, Departmental Representative may at any time order the immediate shutdown of equipment and require a new inspection by a specialist of the representative's own choosing.

1.5 MEETINGS

- .1 The Contractor's decision-making representative shall attend all meetings at which construction site/workplace safety and health issues are to be discussed.

1.6 REGULATORY REQUIREMENTS

- .1 Comply with all legislation, regulations and standards applicable to the construction site/workplace and its related activities.

1.7 PROJECT/SITE CONDITIONS

- .1 At the construction site/workplace, take account of the following specific conditions:
 - .1 Risks related to trans-shipment, movements and boarding of floating equipment and manual labour around an excavator or a dragline in the course of dredging operations.
 - .2 Risks related to an accidental overboard spill of petroleum and cleaning operations to confine such spills.

1.8 SAFETY AND HEALTH MANAGEMENT

- .1 The Contractor shall acknowledge and assume all the tasks and obligations which customarily fall upon the principal Contractor and the employer under the terms of Occupational Health and Safety legislation applicable to the Contractor.
- .2 The Contractor shall develop a construction site/workplace-specific safety program based on the hazards identified and apply it from the start of project work until close-out is completed. The safety program must take into account all information appearing in 1.7 – Project/Site Conditions and must be submitted to all parties concerned in accordance with the provisions set forth in 1.3 - Submittals. At a minimum, the construction site/workplace-specific safety program must include:
 - .1 Company safety and health policy;

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- .2 A description of the work, total costs, schedule and projected workforce curve;
 - .3 Flow chart of safety and health responsibility;
 - .4 The physical and material layout of the construction site/workplace;
 - .5 First-aid and first-line treatment standards;
 - .6 Identification of construction site/workplace-specific hazards;
 - .7 Risk assessment for the tasks to be carried out, including preventive measures and the procedures for applying them;
 - .8 Training requirements;
 - .9 Procedures in case of accident or injury;
 - .10 Written commitment from all parties to comply with the prevention program;
 - .11 A construction site/workplace inspection schedule based on the preventive measures in said program.
- .3 The Contractor shall draw up an effective emergency plan based on the characteristics and constraints of the construction site/workplace and its surroundings. Submit the emergency plan to all parties concerned pursuant to the provisions of 1.3 - Submittals. The emergency plan must include:
- .1 Evacuation procedure;
 - .2 Identification of resources (police, firefighters, ambulance services, etc.);
 - .3 Identification of persons in charge at the construction site/workplace;
 - .4 Identification of those with first-aid training;
 - .5 Training required for those responsible for applying the plan;
 - .6 Any other information needed in light of the construction site/workplace characteristics.

1.9 RESPONSIBILITY

- .1 Regardless of the size of the construction site/workplace or the number of workers at the site, the Contractor shall designate a competent person to supervise and take responsibility for health and safety. Take all necessary measures to ensure the health and safety of persons and property at or in the immediate vicinity of the construction site/workplace and likely to be affected by any of the work.
- .2 Take all necessary measures to ensure application of and compliance with the safety and health requirements of the contract documents and contractor's applicable federal and provincial regulations and standards as well as the construction site/workplace-specific safety program, complying without delay with any order or correction notice issued by an inspector.
- .3 Take all necessary measures to keep the construction site/workplace clean and in good order throughout the course of the work.

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1.10 COMMUNICATIONS AND POSTING

- .1 Make all necessary arrangements to ensure effective communication of safety and health information at the construction site/workplace. As they arrive at the construction site/workplace, all workers must be informed of their rights and obligations pertaining to the construction site/workplace safety program. The Contractor shall draw attention to workers' right to refuse to perform work which they feel may threaten their own health, safety or physical integrity or that of other persons at the construction site/workplace. The Contractor shall keep and update a written record of all information transmitted with signatures of all affected workers.
- .2 The following information and documents must be posted in a location readily accessible to all workers:
 - 1 Identification of employer and/or the principal Contractor;
 - 2 Company OHS policy;
 - 3 Construction site/workplace-specific safety program;
 - 4 Emergency plan;
 - 5 Data sheets for all hazardous materials used at the construction site/workplace;
 - 6 Minutes of construction site/workplace committee meetings;
 - 7 Names of Construction site/workplace committee representatives;
 - 8 Names of those with first-aid training;
 - 9 Action reports and correction notices issued by inspectors.

1.11 UNFORESEEN CIRCUMSTANCES

- .1 In the event that a source of danger not defined in the specifications or identified in the preliminary construction site/workplace inspection arises as a result of or in the course of the work, immediately suspend work, take appropriate temporary measures to protect the workers and the public and notify Departmental Representative both verbally and in writing. Then the Contractor must notify or update the construction site/workplace-specific safety program in order to resume work in safe conditions.

1.12 INSPECTION OF CONSTRUCTION SITE/WORKPLACE AND CORRECTION OF HAZARDOUS SITUATIONS

- .1 Inspect the construction site/workplace and complete the construction site/workplace inspection sheet at least once a week.
- .2 Immediately take all necessary measures to correct any deviations from legislative or regulatory requirements or hazards identified by a government inspector, by the Departmental Representative, by the construction site/workplace safety and health coordinator of PWGSC or during routine inspections.

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Part 2 Products

2.1 NOT USED

.1 Not applicable.

Part 3 Execution

3.1 NOT USED

.1 Not applicable.

END OF SECTION

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SECTION 01 35 43
ENVIRONMENTAL PROCEDURES
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Part 1 General

1.1 PRECEDENCE

- .1 Division 01 sections take precedence over technical specification sections in other divisions of this Project Manual.

1.2 POLLUTION CONTROL

- .1 Control emissions from equipment and plant in compliance with the emission requirements of local authorities.
- .2 Prevent fine material and other extraneous materials from contaminating air beyond application area.
- .3 Maintain on-site access to absorbents at all times to enable fast response in the event of a spill of hazardous material.
- .4 In case of accidental oil spill, the Contractor shall report the spill immediately to the Canadian Coast Guard emergency office at 1-800-363-4735 and take all requested actions to correct the situation and to limit the impact on the environment.
- .5 The Contractor must also have access on the dredge to a spill kit. The type of spill kit should be "Quatrex Q Ultra 75" or the equivalent. The Contractor should use the spill kit in the case of a hydrocarbon spill and apply aforementioned paragraph 1.4.4.
- .6 With respect to the transportation, handling and storage of dangerous goods on vessels or floating plant, the Contractor shall comply with the Canada Shipping Act (CSA) and all regulations made under the CSA.
- .7 Dredged material, waste or debris shall not be disposed of in waterways.
- .8 Petroleum products or any other hazardous substances shall not be stored within 30 metres of the shore.
- .9 Vehicle maintenance and fuelling shall not be done within 30 metres of the shore.

1.5 AREAS OF EXCLUSION DREDGING AND/OR DISPOSAL

- .1 Some areas within the area of dredging may have concentrations of chemicals that prevent either dredging or dumping of sediment at sea. Contractor shall not intervene within the limits defined as "areas of exclusion" without the written approval of the Department. The exclusion zones are shown in dredging approved templates for each site.

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ENVIRONMENTAL PROCEDURES
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- .2 Exclusion zones are based on the characterization of materials made on a regular basis. As exclusion zones may vary from year to year, the Contractor shall verify annually templates dredging prior to commencement of work.

Part 2 Products

2.1 NOT USED

.1 Not applicable.

Part 3 Execution

3.1 NOT USED

.1 Not applicable.

END OF SECTION

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SECTION 01 52 00
CONSTRUCTION FACILITIES
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Part 1 General

1.1 SET-UP AND REMOVAL OF EQUIPMENT

- .1 Supply and set up or otherwise develop the construction facilities required to enable completion of the work in a prompt manner.
- .2 Dismantle and remove all equipment from the site that is no longer required.

1.2 PARKING ON-SITE

- .1 Parking is permitted at the docks as long as it does not interfere with the regular movement of other users.
- .2 Clean all traffic lanes after they have accommodated work equipment.

Part 2 Products

2.1 NOT USED

- .1 Not applicable.

Part 3 Execution

3.1 NOT USED

- .1 Not applicable.

END OF SECTION

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SECTION 35 20 23
DREDGING (BATHYMETRIC SURVEYS)
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Part 1 General

1.1 RELATED SECTIONS

- .1 Section 01 11 11 – Work Description Summary
- .2 Section 01 35 43 – Environmental Procedures

1.2 MEASUREMENT PROCEDURES

- .1 Item 1 - Unit Price: Bathymetric Survey verification before dredging, dredging and after reading disposal sites at sea.
 - .1 The unit price should represent the costs incurred by the Department in relation to the implementation / commissioning of the equipment and the Contractor mobilization to places required and demobilization of equipment from the Contractor when the work is completed.
 - .2 The unit price shall also include all necessary calculations of quantities works and the transmission of information necessary for the drawing of the bathymetric Engineering Program for Small Craft Harbours Fisheries and Oceans Canada service.
 - .3 The cost of site organization are included in the unit price
- .2 Miscellaneous considerations:
 - .1 The lump sum and the unit prices shall include all materials, transportation, leasing and installation of equipment, tools, labour and costs to carry out any work not specifically described in the plans, the specifications or any other bid documents but deemed necessary to ensure that the work is performed to professional standards.
 - .2 All of the work described in these specifications, represented in the plans or otherwise required to complete the work covered by these specifications but not defined as a separate component entitling the Contractor to a lump sum or unit payment shall be deemed directly or indirectly related to the general purpose of the contract, and no separate payment shall be made in respect of any such work; the cost of all work related directly or indirectly to the purpose of this contract shall, however, be included in the unit price.
 - .3 There shall be no additional payment for delays resulting from vessel traffic.
 - .4 There shall be no additional payment for downtime.

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- .5 There shall be no additional payment for downtime resulting from operational performance adjustments.
- .6 There shall be no additional payment for lost time resulting from weather conditions.

1.3 DEFINITIONS

- .1 Dredging: excavating, transporting and disposing of underwater materials, , including the placement in barges with bottom opening (maries-salopes) excavated materials.
- .2 Removal: transportation and disposal in a land disposal area of excavated materials.
- .3 Debris: pieces of wood, wire rope, scrap steel, pieces of concrete and other waste materials.
- .4 Grade: plane above which all material is to be dredged.
- .5 m³in: volume of material measured in place, in cubic metres.
- .6 m³sm: volume of material measured on barge, in cubic metres.
- .7 Side slope: surface or plane sloped relative to the dredging level, located at the side boundary of the dredged area and extending to the intersection with the natural level of the bottom outside that side boundary; the slope is expressed as the ratio between the horizontal and vertical dimensions.
- .8 DGPS-RTK Technology: a technology that provides a GPS position accurate to the nearest centimetre in x, y, z dimensions.
- .9 Chart datum: reference level set sufficiently low to ensure that the water level in tidal and non-tidal waters is rarely lower.
- .10 Coordinate system
 - .1 MTM project: modified transverse Mercator projection.
 - .2 MTM coordinates: plane rectangular coordinates used for graphic representation where a grid is applied to the MTM projection. The coordinates are the horizontal reference parameters.
- .11 “Instantaneous depth” mode: operating mode of bathymetric survey equipment whereby the system stores in memory every depth reading over the entire pass.
- .12 Matrix cell: Each dredging area is represented as a certain number of 2.0 m x 2.0 m or 4.0 m x 4.0 m cells. Depending on where the bathymetric surveys are done, a given cell may contain several depths.
- .13 “Shallowest depths” plan: bathymetric survey plan on which the depths indicated are the shallowest depths measured in each cell in the matrix.

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- .14 Verified area: dredging area deemed to comply with the plans and specifications.
- .15 Site Completion Certificate: letter or memorandum given to the Contractor by the Departmental Representative certifying that dredging at a particular site has been completed.

1.4 REGULATORY REQUIREMENTS

- .1 The Contractor shall, and shall ensure that all its employees, both actual and de facto, including its subcontractors, honour all third-party rights and privileges and comply with all federal, provincial and municipal laws, regulations and orders.
- .2 Mark floating equipment with lights in accordance with the International Regulations for Preventing Collisions at Sea and the Rules of the Road for the Great Lakes and maintain radio watch on board.

1.5 SCHEDULING

- .1 Before starting work or within two (2) weeks after the contract is awarded, submit to the Departmental Representative for approval a schedule of work that includes the projected length of each phase up to completion of the work.
- .2 The work shall be completed according to the date indicated in the contract documents.
- .5 The work schedule shall take into consideration the environmental protection information set out in Appendices 4 and 5. The Contractor shall take into consideration that these periods may vary during the term of the contract.

1.6 LOCATION

- .1 The following sites in Îles-de-la-Madeleine, Quebec, within the contract period:
 - Grosse-Île
 - Île-d'Entrée
 - Millerand
 - Pointe-Basse
 - Grande-Entrée
 - Havre-Aubert
 - Étang-du-Nord
 - Cap-aux-Meules
 - Pointe-aux-Loups
 - Various locations (open sea disposal sites)
 - Various locations (artificial reefs sites)

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- .2 Contract work consists of dredging basins and access to harbours in MAGdalen Islands and open sea disposal sites and artificial reefs sites.

1.7 INTERFERENCE WITH NAVIGATION

- .1 Be familiar with vessel movements and fishery activities in areas affected by dredging operations.
- .2 Plan and execute work in a manner that will not interfere with fishing operations, marina operations, construction activities at wharf sites or access to wharves by land or water.
- .3 The Department will not be responsible for loss of time, equipment or material or any other cost related to interference with moored vessels at dredging sites or due to other Contractor operations.
- .4 At least forty-eight (48) hours in advance if possible, the Contractor shall advise the Departmental Representative of any special relocation of dredging equipment (for refuelling, repair, etc).

1.8 DATUM, WATER GAUGES AND TARGETS

- .1 Depths and grades used in this specification and contract drawings are in metres in relation to chart datum.
- .2 Depths (soundings) will be adjusted to chart datum using DGPS-RTK technology. The Contractor will be responsible for obtaining, by its own means and at its own expense, all relevant water level data needed for performance of the work.

1.9 FLOATING PLANT

- .1 All equipment used to execute the bathymetric surveys contract shall be at all times satisfactory to the Departmental Representative.

1.10 INSPECTION OF SITE

- .1 It is the responsibility of the Contractor before submitting the bid, to get to the place of work and get all the necessary information concerning the nature and scope of work and all conditions that may affect the execution of the said works.
- .2 By submitting its tender, the Contractor acknowledges that it is aware of the following: the nature and location of the project, general and local conditions, particularly weather or climatic conditions, the degree of agitation of the water surface, the tide levels and physical conditions associated with the location of the project, the nature of the underwater soil and riverbed, the nature of the materials to be dredged, and all other circumstances that could

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affect the conditions of execution of the contract and the value of the work. Ignorance of local conditions shall not at any time constitute a valid reason for claiming extra costs.

1.11 SITE INFORMATION

- .1 Take all necessary measures to become fully familiar with potential inclement weather and sea conditions in this area.
- .2 Results of the most recent soundings before dredging are included on the drawings. Pre-tender data are provided for tendering purposes only. It should be noted that this information may differ from actual site conditions.
- .3 Daily tide forecasts can be obtained from the following website: www.waterlevels.gc.ca.

1.12 BATHYMETRIC SURVEYS AND ACCEPTANCE OF WORK

- .1 Bathymetric surveys will be made by the Department before the beginning of dredging to confirm the location of materials to be dredged as accurately as possible and to determine the quantity.
- .2 The pre-dredging survey shall be done not more than three (3) weeks prior to the start of work.
- .3 During the bathymetric surveys, a qualified representative of the Contractor shall be present with the Department's survey team so that the soundings are officially accepted by both parties.
- .4 The Departmental Representative shall provide the Contractor in ASCII digital format (see Appendix 1) the basic data required for the work (pre- and post-dredging bathymetric surveys); these digital files will be sent to the Contractor by e-mail.
- .5 In all cases, the bathymetric surveys will be carried out in daylight. Accordingly, the Department's vessel will dock at sundown.
- .6 The execution of bathymetric surveys depends on weather conditions.
- .7 The Department will not conduct any pre- or post-dredging surveys if there is ice present.
- .8 If, after the verification surveys or subsequent surveys have been done, there are still materials above the prescribed dredging level, the Contractor shall return to the site in order to complete the work to the satisfaction of the Departmental Representative.
- .9 Bathymetric survey equipment:
 - .1 Positioning system:
 - .1 Global positioning system (DGPS).

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- .2 Equipment: Trimble 5700 or equivalent.
- 2 Sounding system:
 - .1 Multi-transducer system (2 or more).
 - .2 Vertical accuracy: ± 0.1 metres.
 - .3 Frequency: 200 kHz.
- 3 Sounding mode:
 - .1 Instantaneous depths.
- 4 Depth representation:
 - .1 Under matrix form.
 - .2 Cell dimensions: 2.0 m x 2.0 m (1: 500) or 4.0 m x 4.0 m (1: 1000).
 - .3 Drawn: least depth of each cell.
- 5 Acceptance of work:
 - .1 An ASCII file or paper plan based on the instantaneous depths will be given to the Contractor showing the locations where the prescribed depth was not met.
- 6 Calculation of volumes:
 - .1 Using a digital ground model generated using all of the instantaneous depths.

1.13 SYSTEM OF UNITS

- .1 Relevant data such as bathymetric surveys, water levels, distances, areas and volumes, vertical benchmarks (referenced to CD), etc. mentioned in this specification and during the execution of work will be in the International System of Units (SI).

Part 2 Products

2.1 N/A

Part 3 Execution

3.1 GENERAL

- .1 Before commencing work, the Contractor must obtain written approval of its work schedule from the Departmental Representative.

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- .2 Dredge areas within limits and to grade depth or up to bedrock as indicated on drawings.
- .3 The coordinates of control points to determine the horizontal limits of the sectors to be dredged will be provided by the Departmental Representative.
- .4 The Contractor is responsible for tracking the horizontal positioning of its own dredge.
- .5 The Departmental Representative may, at his or her discretion, check the accuracy of any positioning systems used by the Contractor.
- .6 The Contractor shall be solely responsible for all primary, intermediate or secondary points (x, y), (x, y, z) and (lat, long) used by it, whether determined by it or provided by the Departmental Representative or any other party and at its own risk.
- .7 Perform the work in such a way that no damage is caused to fishing gear, and minimize interference with fishing operations when dredging in the identified areas.
- .8 While the contract is being executed, all equipment must be kept in good working order and adequately repaired as needed. All equipment used must be seaworthy and in good condition.
- .9 Install and maintain tide gauges or water level indicators in order to be able to determine the appropriate depth of the dredging work. Place the tide gauges or water level indicators such that they are clearly visible.
- .10 The Contractor shall note that there may be more than one dredge grade per site.

3.2 CO-OPERATION AND ASSISTANCE TO DEPARTMENTAL REPRESENTATIVE

- .1 Co-operate with the Departmental Representative on inspection of work and provide assistance requested.

3.3 WORK SCHEDULE

- .1 The Contractor shall consider the submission that the work of bathymetric surveys could be carried out during weekends depending on the operational requirements of dredging.

END OF SECTION

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APPENDIX 1

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This appendix constitutes an integral part of the contract documents.

Appendix 1

This appendix constitutes an integral part of the contract documents.

COMPUTER FILE FORMATS:

- East coordinate(metres) <space> North coordinate(metres) <space> Depth(metres)

288183.24 5237654.78 3.79

288181.90 5237652.29 3.80

288183.81 5237652.86 3.67

Note: The depth is positive below the chart datum.

END OF SECTION

APPENDIX "D"

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.

Evaluation of Proposals

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.

It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé evidence contained in their Proposals. Any misrepresentation discovered during the assessment will disqualify the entire Proposal from further evaluation.

The proponent must 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.

It is mandatory that the following information be provided by the Supplier:

The Proponent must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The bidder/firm must provide a one (1) example of bathymetric survey (plan) conducted		
M2	The bidder/firm must provide the list of equipment to be used for the term: <ol style="list-style-type: none"> 1) Type of vessel; 2) Type of equipment used to make bathymetric surveys; 3) Type of equipment used for data processing and calculation of volumes. 		

*** Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed non-compliant and therefore will not be given any further consideration.***

BASIS OF SELECTION:

Bidders **must** meet all mandatory requirements. The contract will be awarded to bidder that has met these requirements and has the lowest tendered prices.

RESULTS: The final estimate is based on the lowest cost.

APPENDIX "E"

INSTRUCTIONS TO TENDERES

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 one hundred and twenty (120) days following the Tender Closing Time.
- 10.2 Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one hundred and twenty (120) day period for acceptance of tenders for a further one hundred and twenty (120) 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.