



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6

May 7, 2014

Subject: Request for Proposal No. F5211-140016  
Atlantic Salmon Enumeration Activities on Middle Brook and Terra Nova River

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index**. The services are to be performed during the period commencing upon contract award to 01 June 2015 with the approval of the Minister.

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

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

ATTENTION – Cindy Gallant  
Phone: 506-452-3439

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: May 23<sup>th</sup>, 2014.**

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

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above

mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

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

If additional information is required, you are requested to contact Fredericton Procurement Hub e-mail at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, NO LATER THAN May 19<sup>th</sup>, 2014, 2 pm (14:00 Hours) ATLANTIC TIME TO THE E-MAIL IN THE ABOVE PARAGRAPH. 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,

Cindy Gallant  
Senior Contracts Officer,  
Procurement Hub (Fredericton)

Attach.

**APPENDICES**

**REQUEST FOR PROPOSAL –**

***Atlantic Salmon Enumeration Activities on Muddy Bay and Southwest Brooks***

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

**Bid Closing Date: May 23<sup>th</sup>, 2014**  
**Time: 2 pm (14:00 Hours) Atlantic Time**  
**Financial Coding: 11130 810 120 4017 11242**  
**Contract/File No: F5211-140016**

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

**REQUEST FOR PROPOSALS FOR:**

**Atlantic Salmon Enumeration Activities on Muddy Bay and Southwest Brooks**

**1. PROPOSAL SUBMITTED BY:**

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

*(Complete Name and Address)*

**2. PERFORMANCE OF WORK**

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

**3. CONTRACT DOCUMENTS**

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

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;

2. Document Attachment, Conditions" attached hereto or referenced entitled "General Conditions";
3. Document Attachment, Conditions" attached hereto or referenced entitled "Insurance Conditions";
4. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
5. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
6. Document marked Appendix "D", attached hereto, or referenced entitled "Evaluation Criteria";
7. Annex 2 - Proposal.

4. **SECURITY**

**Not Applicable**

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 Contract award to 01 June, 2015. The contract will also include two additional one year options which may or may not be exercised by the project authority. These options only come into effect if/when a formal amendment is provided.

7. **TENDERED PRICES**

**7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

Work is expected to take place during June through August of 2014 with options for future years that may or may not be exercised at the request of the crown.

Please provide price per hour for the following. Prices do not include tax which will be treated separately in the contract.

2014 Contract Year

Middle Brook

Resources	All inclusive Hourly rate 2014*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Terra Nova River

Resources	All inclusive Hourly rate 2014*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Total bid price for 2014: \_\_\_\_\_

2015 Option Year

Middle Brook

Resources	All inclusive Hourly rate 2015*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Terra Nova River

Resources	All inclusive Hourly rate 2015*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Total bid price for option Year 2015: \_\_\_\_\_

2016 Option Year

Middle Brook

Resources	All inclusive Hourly rate 2016*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Terra Nova River

Resources	All inclusive Hourly rate 2016*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	

Total bid price for option Year 2016: \_\_\_\_\_

Total Bid price (2014 Contract Year + 2015 Option Year + 2016 Option Year): \_\_\_\_\_

Total bid price for each year (last columns) is calculated as follows: Hourly rate X Total hours required.

\*All inclusive hourly rates include wages, mandatory employment-related costs (MERC), administrative costs, travel-related costs, field clothing, safety devices, flotation devices, etc.

\*\*Total hours required will be determined by the project authority up to a maximum of the hours as stated. Only hours actually worked will be paid under the contract.

Requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the project authority. Specific hours of work will be determined by the project authority after contract award. For Middle Brook, for 2014 one supervisor (up to 14 weeks) and one assistant (up to 8 weeks) and for 2015/2016, one supervisor (up to 14 weeks) and one assistant (up to 8 weeks) and for Terra Nova River for 2014, one supervisor (up to 14 weeks) and one assistant (up to 8 weeks) and for 2015/2016, one supervisor (up to 14 weeks) and one assistant (up to 8 weeks) will be required.

Bid pricing exclude taxes.

## **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 "C"**        **Statement of Work;**
- c) **APPENDIX "D"**        **Evaluation Criteria completed**
- e) **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 where the services are provided.

**12. NO EXPRESS COLLABORATION**

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

**13. CONTRACT**

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

**14. RIGHTS OF THE MINISTER**

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

Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

**15. REPLACEMENT OF PERSONNEL**

- 15.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 15.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 15.3** The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
  - b) The name, qualifications and experience of the proposed replacement person; and,
  - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- 15.4** The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- 15.5** The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.
- 15.6** The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. **ADDENDUM**

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

ADDENDUM NO.	DATE
_____	_____
_____	_____

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

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

17. **CONTRACTOR'S ADDRESS**

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

18. **DEPARTMENTAL PERSONNEL**

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

Cindy Gallant  
Senior Contracts Officer I Agent des marchés senior  
Procurement Hub - Fredericton | Centre d'approvisionnement - Frédéricion  
Materiel and Procurement Services | Services du matériel et des acquisitions  
Financial and Material Management Operations | Opérations financière et Gestion du Matériel  
Chief Financial Officer | Dirigeant principal des finances  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301Bishop Drive| 301 allée Bishop  
Fredericton, NB | Fredericton N-B  
E3C 2M6  
Tel: (506) 452-3439  
Fax: (506) 452-3676  
[DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**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**

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**ACCEPTANCE UPON AWARD**

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

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

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

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

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

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

Text:

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

May 1, 2012

### *01 Interpretation*

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

### *02 Powers of Canada*

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

### *03 Status of the Contractor*

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

#### *04 Conduct of the Work*

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### *05 Subcontracts*

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

#### *06 Time of the Essence*

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

#### *07 Excusable Delay*

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

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

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

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

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

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

#### *09 Invoice Submission*

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



## 10 Taxes

### 1. Municipal Taxes

Municipal Taxes do not apply.

### 2. Provincial Taxes

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

### 3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

11 *Payment Period*

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

12 *Interest on Overdue Accounts*

1. For the purpose of this section:

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

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

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

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

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

#### *13 Audit*

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

#### *14 Compliance with Applicable Laws*

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

#### *15 Liability*

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

#### *16 Government Property*

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

#### *17 Amendment*

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

### *18 Assignment*

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

### *19 Suspension of the Work*

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### *20 Default by the Contractor*

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

### *21 Termination for Convenience*

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

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

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

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

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

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

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

#### *24 Contingency Fees*

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section,

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

#### 25 International Sanctions

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

#### 26 Code of Conduct and Certifications

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

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

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

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

#### *27 Harassment in the Workplace*

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

#### *28 Entire Agreement*

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

## INSURANCE CONDITIONS SERVICE CONTRACTS

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

### 1. Definitions

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

### 2. Indemnification

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

### 3. Period of Insurance

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

### 4. Proof of Insurance

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

### 5. Notification

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

### 6. Insured

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

### 7. Payment of deductible

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



8. Public Liability and Property Damage Insurance

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

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

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

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

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

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

10. Tenants Legal Liability Insurance (where applicable)

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

**APPENDIX "A"**  
**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Request for Proposal

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

**2. TENDER CLOSING**

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

**3. TENDER OPENING**

In the case of a Public Tender Opening

- 3.1. *Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary*

*regarding tender opening are included in the Request for Proposal.*

- 3.2. *Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded*

#### **4. OFFICIAL TENDER FORMAT**

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

#### **5. REVISION OF TENDERS**

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

#### **6. TENDER SECURITY**

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

#### **7. CONTRACT SECURITY**

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

#### **8. INSURANCE**

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

## **9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$1,000,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

## **10. TENDER VALIDITY PERIOD**

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

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

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

## **11. INCOMPLETE TENDERS**

11.1. Incomplete or conditional tenders will be rejected.

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

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

## **12. REFERENCES**

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

## **13. LOWEST TENDER NOT NECESSARILY ACCEPTED**

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

## **14. RIGHTS OF CANADA**

14.1. Canada reserves the right to:

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

## **15. PROCUREMENT OMBUDSMAN**

- a. Sections 306 and 307 of the Federal Accountability Act (FedAA) amend the Department of Public Works and Government Services Act to provide for the appointment and mandate of a procurement ombudsman. The Procurement Ombudsman has four primary functions, which are to:

- i. review the practices of departments for acquiring materiel and services to assess their fairness, openness and transparency and make any appropriate recommendations to the relevant department for the improvement of those practices;
  - ii. review any complaint respecting the award of a contract for the acquisition of goods below the value of \$25,000 and services below the value of \$100,000;
  - iii. review any complaint respecting the administration of a contract for the acquisition of materiel or services by a department, regardless of dollar value;
  - iv. ensure that an alternative dispute resolution process is provided, if both parties agree to participate;
  - v. a possible fifth function is that the Federal Accountability Act also specifies that the Procurement Ombudsman can also perform any other duty or function respecting the practices of departments for acquiring materiel and services that may be assigned to the Procurement Ombudsman by order of the Governor in Council or the Minister of Public Works and Government Services Canada.
- b. The Office of the Procurement Ombudsman (OPO) performs its duties and functions as set out in the Procurement Ombudsman Regulations.
  - c. The role of coordinating supplier complaints to OPO as well as OPO reviews of those procurement practices performed by Acquisitions Branch on behalf of clients has been assigned to the Acquisitions Program Policy Directorate, Policy, Risk, Integrity and Strategic Management Sector.

For assistance with respect to OPO related activities or potential complaints, contracting officers may contact the OPO Coordination Office, by telephone at 819-956-1232.

**APPENDIX "B"**  
**TERMS OF PAYMENT**

**1. DEFINITION**

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

**2. BASIS OF PAYMENT**

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 7 of the OFFER OF SERVICES/CONTRACT FORM.

**3. METHOD OF PAYMENT**

- 3.1 Payment to the Contractor shall be made monthly to the satisfaction of the Project Authority and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

**4. INVOICE ADDRESS**

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

Please indicate if you wish to be paid by cheque or MasterCard.

**5. LIMITATION OF EXPENDITURE**

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

**6. PROVINCIAL SALES TAX**

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

Prince Edward Island	OP-10000-250
Manitoba	390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

**Quebec Sales Tax (QST)**

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

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Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.



**7. SUPPLEMENTARY CONTRACTOR INFORMATION**

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

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

7.1 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:

\_\_\_\_\_

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

\_\_\_\_\_

7.3 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:

\_\_\_\_\_

7.4 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: F5211-140016*

*Atlantic Salmon enumeration activities on Middle Brook and Terra Nova River*

**1.0 Scope**

**1.1 Objective**

Fisheries and Oceans Canada (DFO) has a requirement to conduct adult Atlantic Salmon enumeration activities on **Middle Brook and Terra Nova River** (see Appendix A: location map) during the spring and summer of 2014 with two one year options for future requirements through fishway operations.

**1.2 Background:**

Fisheries and Oceans Canada (DFO) is responsible for providing scientific advice regarding the status of Atlantic Salmon stocks within the Newfoundland and Labrador (NL) Region to aid in the management and conservation of these stocks. Currently, information on the status of Atlantic Salmon is collected through the use of monitoring facilities, such as counting fences and fishways on various rivers located throughout the region. This information is then used to infer the overall trends in abundance of Atlantic Salmon stocks within NL. To attain efficiencies with limited resources, the Department issues service contracts to assist with the operation of these facilities.

**2.0 Requirements:**

Depending on environmental conditions, these activities will occur from June through August on a daily basis. An operational schedule will be agreed upon at the start of the project between the contractor and the Scientific Authority. Contractors must be willing to provide services during various working hours, if required.

DFO will make site visits during adult salmon enumeration activities and provide guidance and advice with respect to project operations. Contractor personnel should be familiar with project operations and be capable of completing all required operations and maintenance without DFO assistance.

### 3.0 Scope of Work:

Adult Atlantic Salmon enumeration activities on **Middle Brook and Terra Nova River** during the spring and summer of 2014 with options for future years through fishway operations.

### 4.0 Tasks:

- 4.1 Assist DFO with the installation of a counting trap in each fishway and portable counting fence, if required.
  - 4.2 Use Stop logs to control water discharge through fishway. Correct discharge is to be determined by the rate of fish movement through the facility.
  - 4.3 Assist DFO with the installation and operation of video fish counting systems, if applicable. Notify the Scientific Authority immediately if problems occur.
  - 4.4 Where applicable, two contractor personnel must review all digitally recorded fish movements (tapes or computer files) for enumeration purposes.
  - 4.5 Check fishway and any associated counting fence daily for gaps where fish may pass through and remove any accumulated debris. Major gaps or issues should be reported immediately to Scientific Authority.
  - 4.6 Check counting traps on an hourly basis during each shift. Identify all fish as to species and for Atlantic Salmon distinguish by size whether they are small (<63 cm) or large (≥63 cm). Record the total number of fish per species per check on appropriate forms and then record a daily total for each species.
  - 4.7 Record water level and water temperatures at fishway site at 0800, 1600, and 2000 hours or as required each day.
  - 4.8 Check forecast for high rain events and possible flooding conditions.
  - 4.9 During flood conditions, maintain close vigilance to ensure that no injury occurs to fish in the trap and prevent (or at least reduce) possible damage to the facility itself.
- Safety of individuals is the first priority, but every effort should be made to prevent mortality of fish.
  - If possible, alert Scientific Authority of the potential problem and seek direction.
  - Release fish without enumeration if large numbers of injuries or mortalities appear imminent. An estimate of the number of fish released in this manner should be provided.

**4.10** Obtain biological characteristic data (lengths, scale samples, fin clips) on Atlantic Salmon entering the fishway as specified by the Scientific Authority. DFO will brief contract staff in these procedures and provide detailed instructions. These instructions will include, but not be limited to, the following:

- Measure the length of the fish in centimeters (cm) to one decimal place (e.g., 50.4 cm). It is the distance from the tip of the snout to the fork in the tail (i.e., fork length). A proper measuring board will be provided by DFO.
- Collect scale samples from an area above the lateral line, just back of the dorsal fin preferably on the left hand side of the fish. Using a clean knife remove the mucus from the sample area by rubbing the knife in a head-to-tail direction. Clean the mucus from the knife and remove scales from the fish by scraping the knife in a tail-to-head direction. Try to remove approximately 20-25 scales and place them between paper before storing the sample in the envelope provided. Ensure scale envelope is labelled with all pertinent information.
- Collect fin clips (1 cm x 2 cm) from the adipose fin, and quickly place in a vial containing 95% ethanol. Tissue in vial should not exceed 25% of volume and each vial should be labeled with an identification number (ID). Since, the salmon may also be sampled for scales, use the same specimen number on the vial as on the scale envelope for that salmon. Record the location, date, and ID on the log sheet provided. If samples are being stored, ethanol will need to be replaced after 2 weeks.
- Optimal time for collecting biological characteristics data is early morning or late evening when water temperatures are  $< 18^{\circ}\text{C}$ . Also avoid sampling under low water conditions.
- Sample fish in the trap, if possible and minimize the amount of time fish spend out of water to reduce stress and prevent injury. Never handle a fish with dry hands; wet cotton gloves should be used or at a very minimum ensure hands are wet. Darkened conditions (i.e., simply holding an outstretched hand slightly over a fish's eyes) tend to alleviate stress and subdue certain species.

**4.11** Record any incidents of severe water quality change (turbidity, colour, etc.) and report to the Scientific Authority.

**4.12** Record any incidents of poaching, including fish loss and mortality and report to the Scientific Authority and the local Fisheries Officer.

**4.13** Record any incidents of vandalism and report to the Scientific Authority, and if warranted, to the local RCMP detachment.

- 4.14 Note and record the incidence of Atlantic Salmon with net marks. Indicate the number of fish checked each day and the number with net marks (small and large).
- 4.15 Note and record the number of injured or diseased fish. Notify the Scientific Authority immediately if this number exceeds 5% of any daily count.
- 4.16 Note and record all fish tags. Record the tag type, colour and all information printed on the tag. This procedure must be conducted with care to avoid injuring the fish.
- 4.17 Maintain a daily log including all information requested above as well as any information pertaining to fishway operations. This should be done in addition to completing the required data forms. This log must be submitted to the Scientific Authority at the end of the field season.
- 4.18 Maintain cabins, storage areas, and surrounding grounds in a respectable condition. No garbage is to be left around work sites at any time and all garbage is to be removed from the sites at least twice a week.
- 4.19 Contractor personnel may also be required to interview recreational anglers within the watershed regarding their fishing activities and catch information. This may involve collecting biological data on numbers of salmon caught, lengths, weights, sex, maturity, scale samples, fin clips, etc.
- 4.20 Contractor must be willing to be trained and perform other field related scientific duties, such as fish tagging and/or electrofishing.
- 4.21 Inform public of general fishway operations (this would be in the form of answering questions from the general public as they come across the operations).

## **5.0 Deliverable and Acceptance Criteria:**

Bi-weekly progress reports, data logs and completed data forms will be mailed or hand delivered to the following Scientific Authority:

To be determined upon contract award

The data collected will be in accordance with that specified on the data collection forms supplied. Each Monday morning staff must call DFO St. John's at (709) 772-4518 and provide daily counts of small and large salmon for the previous week (Monday-Sunday). This is extremely important as these numbers are used to compile a comparative report that is posted to DFO's web site each Tuesday for public viewing.

## **6.0 Constraints:**

- 6.1 Contractor personnel must be physically fit to perform laborious duties often under adverse weather and water level conditions.

- 6.2 Contractor is responsible for ensuring all contractor personnel have their own chest waders, hip waders, rain gear, warm clothing, life jackets, etc.
- 6.3 While working on fishway sites all contractor personnel are to wear approved lifejackets on structures in and around the water.
- 6.4 Contractor personnel are to exercise due diligence and caution when working around fishway structures and the premises in general, particularly during periods of high water.
- 6.5 Only contractor personnel or DFO are permitted to stay at DFO facilities overnight.
- 6.6 Contractor personnel working at fishway sites who wish to stay in the accommodations overnight are required to provide their own meals.
- 6.7 Contractor personnel will be responsible for providing their own vehicle transportation to and from work sites. Contractor Personnel who are using boats must possess a valid Pleasure Craft Operator Card from Transport Canada.
- 6.8 The contractor must comply with all safety standards prescribed by law and also the safety and health program requirements and specifications of DFO.
- 6.9 The contractor is responsible for Workers Compensation and a Letter of Good Standing, which must be forwarded to the Contract Authority either by facsimile or by mail within two weeks of acceptance of this Contract.

#### **7.0 Support Provided by Canada:**

- 7.1 Contractor personnel may use DFO facilities and equipment.
- 7.2 Only fishway and counting fence construction materials, video fish counting systems and scientific equipment will be supplied to the contractor
- 7.3 Equipment for transport by boat will be provided by DFO.

#### **8.0 Timeframe, Level of Effort and Delivery Dates:**

Work is expected to take place during the spring and summer of 2014 with options for future years.

#### **Middle Brook**

Contractor is to provide one supervisor and one assistant during overlapping periods for a maximum of 880 hours. The requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the Project Authority. Specific hours of work will be determined by the Project Authority after contract award.

1. One supervisor for a period up to 14 weeks, 7 days per week for a total of 560 hours.
2. One assistant for a period up to 8 weeks, 7 days per week for a total of 320 hours.

## **Terra Nova River**

Contractor is to provide one supervisor and one assistant during overlapping periods for a maximum of 880 hours. The requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the project authority. Specific hours of work will be determined by the project authority after contract award.

1. One supervisor for a period up to 14 weeks, 7 days per week for a total of 560 hours.
2. One assistant for a period up to 8 weeks, 7 days per week for a total of 320 hours.

Bi-weekly progress reports, data logs and completed data forms will be mailed or hand delivered to the following Scientific Authority:

To be determined upon contract award

## **9.0 Contractor Qualifications:**

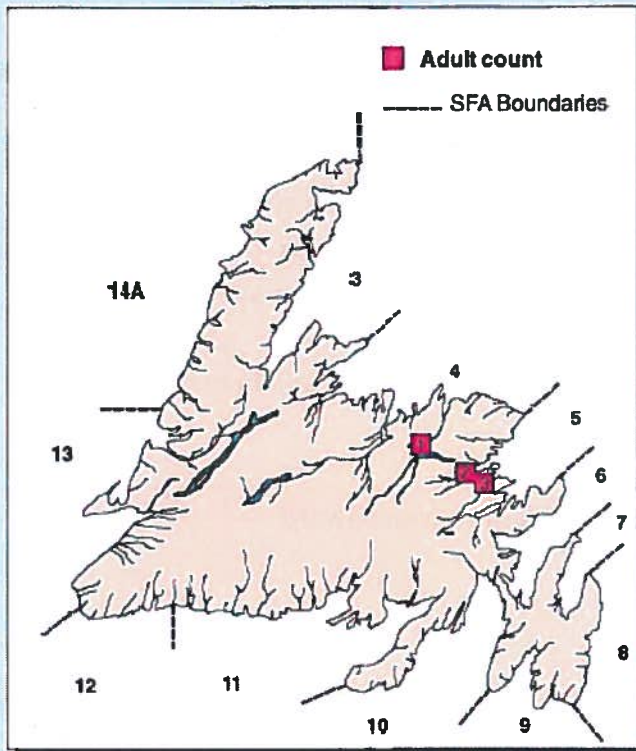
Contractor personnel should have previous experience in installing and operating fish counting fences and/or fishways, coding data, operating video fish counting systems(if applicable), and be familiar with carrying out associated technical and biological duties.

## **10.0 Insurance:**

The contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with insurance requirements does not release the Contractor from or reduce its liability under the contract nor any related contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's discretion and expense, and for its own benefit and protection.

## Appendix A



1. Salmon Brook - fishway
2. Middle Brook - fishway
3. Terra Nova River - fishway

Locations of counting facilities on Salmon Brook, Middle Brook and Terra Nova River in insular Newfoundland, 2014.



APPENDIX "D"  
EVALUATION CRITERIA

**Mandatory:**

Proposals not meeting the mandatory criteria will be deemed non-compliant and given no further consideration.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The contractor's proposal must include a detailed work plan. The work plan must contain details to illustrate how all activities outlined in the statement of work will be carried out. These details should include the resources such as personnel that will be hired, work schedules, etc.		
M2	The contractor's proposal <b>must demonstrate</b> that the proponent has a minimum of 5 years' experience in managing environmental or wildlife projects involving contract workers including employees and/or sub-contractors.		

**Rated:**

Contractors must clearly demonstrate how they meet the following technical criteria. They must use the Experience factor as a header and demonstrate how the experience was acquired by providing sufficient details regarding past projects they have been involved in and/or the staff they hired to conduct the work. It is important to note that it is **NOT** sufficient to simply state that the technical criteria is met or that a certain number of years have been obtained. Details must be provided as to how these were obtained.

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

Rated Criteria	Maximum Score	Allocated Score
1. Years of experience in fish enumeration activities, involving fishways and/or counting fences	30	
2. Years of experience in collection of physical and biological data, recording data on standardized forms and ensuring quality assurance/quality control (QA/QC) of the data	20	
3. . Years of experience in the identification and handling of Salmonids (Salmon, trout and charr)	10	
Total:	60	

**BASIS OF SELECTION:** The Contractor selected will be based on cost per point. Cost per point is determined as follows:

Total bid price (all years totalled) / Number of points obtained = Cost per point

**Winning bid will be based on the lowest cost per point.**

## Envelope Template

The name and address of your firm

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**Request for Proposal Number F5211-140016**

***Atlantic Salmon Enumeration Activities on Middle Brook and Terra Nova River***

**Due Date:** May 23<sup>th</sup>, 2014  
2:00 pm (14:00 hours) Atlantic Time

**BID/PROPOSAL**

**Tender Reception,  
Fisheries and Oceans, Procurement Hub  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6**

**ATTENTION  
Cindy Gallant  
Senior Contracts Officer (Fredericton)  
Procurement Hub  
Fisheries and Oceans Canada  
Phone: 506-452-3439**

