



Pêches et Océans  
Canada

Fisheries and Oceans  
Canada

Materiel Management – Ottawa Office  
Suite 9W088, 9<sup>th</sup> floor  
200 Kent St.  
Ottawa, Ontario K1A 0E6

*Our file*      *FP802-140031*

**June 13, 2014**

Re:    **REQUEST FOR PROPOSAL FOR STANDING OFFER No. FP802-140031 FOR  
MARINE SPILL RESPONSE SERVICES**

Dear Sir or Madam:

The Department of Fisheries and Oceans has a request to establish one (1) Standing Offer to identify one Standing Offer holder for each of the 10 following regions (for further details see Appendix B-6 – Distribution of Territories Based on Standing Offers for Oil Spills): Montréal, Sorel, Trois-Rivières, Québec City, Saguenay, Rimouski/Ste-Flavie, Baie-Comeau, Sept-Îles, Gaspé, and Magdalen Islands.

The marine spill response services will be carried out in accordance with the **Statement of Work** attached hereto as **Appendix “C.”** The standing offer will be commencing on the date of the award of the Standing Offer(s) and completing on **August 31, 2017**, as detailed in the Statement of Work.

**Options to extend the Standing Offer:**

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

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

If you are interested in undertaking this project, please submit an electronic proposal clearly indicating in the subject line of the **email “TENDER FP802-140031”** with the title of the work, name and address of your firm, to the following **email** address:

[patricio.comas@dfo-mpo.gc.ca](mailto:patricio.comas@dfo-mpo.gc.ca)

Tenders must be received at the address indicated above no later than **11:00 a.m. local time in Ottawa on July 29, 2014. The proponent is responsible for delivering the proposal before the tender receiving deadline.** Proposals received after 11:00 a.m. will not be accepted and will be returned to the Tenderer without being opened.

Proposals submitted by **fax or mail** will **not** be accepted.

If selected, your organization will have to sign a contract that includes the general conditions attached hereto as Appendix A.

*Federal Contractors Program for Employment Equity*

*If the value of your tender is \$200,000 or more (applicable taxes included) and your organization employs 100 or more permanent full-time or part-time employees, the requirements in Appendix I regarding the Federal Contractors Program for Employment Equity will apply. See Appendix I.*

**Proposals in response to this Request for Standing Offer shall be comprised of three (3) attachments (sections) to your email, as follows:**

**a) CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY) - one (1) electronic copy.**

**b) CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY) - one (1) electronic copy.**

**c) CONTENT: VOLUME 3 - CERTIFICATIONS (ATTACHED AT APPENDIX C-1) (MANDATORY) - one (1) electronic copy**

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

**Volume I: Technical Proposal (with no reference to price)**

Your proposal must form the basis of a contractual agreement, and should meet all of the requirements set out in the Statement of Work in sufficient detail so as to allow an evaluation based on the predetermined evaluation criteria, in particular:

1. An indication of an understanding of the requirements and objectives of the project;
2. A description of the history of the firm and its years of experience in providing Contaminated Sites Management and Technical Advisory services;
3. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;
4. A statement of the name under which the firm is legally incorporated and a Statement of the

Canadian or foreign ownership of the firm, if applicable; and

5. Certifications attached hereto as Appendix “C-1,” signed and dated.

**NOTE: NO PRICING INFORMATION SHOULD BE INCLUDED IN ENVELOPE 1.**

**Volume II: APPENDIX B-1 – FINANCIAL PROPOSAL**

Contractors must complete and remit one copy of Appendix B-1 in attachment 2.

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

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

**Note:** Envelope 2 should contain financial information only. Any technical information supporting the proposal should be included in envelope 1, as envelope 2 will be opened only after the technical evaluation has been completed and only if the proposal meets the mandatory criteria and obtains at least the minimum score for technical merit to be taken into consideration for the cost component.

**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 Patricio Comas, Manager, Materiel and Procurement Services by email at [patricio.comas@dfo-mpo.gc.ca](mailto:patricio.comas@dfo-mpo.gc.ca).

TENDERERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED BY EMAIL **NO LATER THAN JULY 18, 2014 11:00 AM (OTTAWA TIME) TO THE CONTRACTING AUTHORITY**. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

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

Sincerely,

Patricio Comas,  
Manager,  
Materiel and Procurement Services

Attach

**APPENDICES**

**REQUEST FOR STANDING OFFER (s)**

**Standing Offer for Marine Spill Response Services**

- 1 . Letter of Invitation
2. Appendix 1        Resulting Contract Clauses
3. Appendix A        General Conditions
4. Appendix B        Basis of Payment
5. Appendix B-2      Personnel and Administrative Expenses Rates
6. Appendix B-3      Rates for Contractor's Equipment
7. Appendix B-4      List of Team Members and Duties
8. Appendix B-5      List of Contractor's Subcontractors
9. Appendix B-6      Distribution of Territories Based on Standing Offers
10. Appendix B-7     List of Equipment Required by the Contractor
11. Appendix C        Statement of Work
12. Appendix C- 1    Certifications
13. Appendix D        Evaluation Criteria
14. Appendix E        Proposal Instructions
15. Appendix F        Security Requirements
16. Appendix I        Federal Contractors Program for Employment Equity

Fisheries and Oceans Canada

**Tender closing date and time:**  
**July 29, 2014 at 11:00 a.m. (Ottawa time).**  
**RFP File No. FP802-140031**

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**APPENDIX 1 – RESULTING CONTRACT CLAUSES**

**REQUEST FOR PROPOSALS FOR:**

**Standing Offer for Marine Spill Response Services**

**1. CONTRACT PERIOD**

The services identified in the Standing Offer will be commencing on the **date of award** of the Standing offer (s) and completed on **August 31, 2017**, as detailed in the Statement of Work.

**Option to extend the Standing Offer:**

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

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

**2. SECURITY**

The Contractor must hold a valid Designated Organization Screening (DOS) level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) at all times during the performance of a contract.

The Contractor's employees must hold a valid RELIABILITY STATUS granted by the CISD, PWGSC at all times during the performance of a contract. The Contractor's employees **MUST NOT** remove any PROTECTED or CLASSIFIED information or property from the workplace.

The Contractor and its employees **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED or CLASSIFIED information.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Fisheries and Oceans Canada.

The Contractor must comply with the following provisions:

- A completed SRCL for the identified contract;
- The Industrial Security Manual (latest edition).

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

### **3. REPLACEMENT PERSONNEL**

**3.1** The Contractor shall provide the services of the persons named in the proposals for potential call-up(s)/contract(s) referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.

**3.2** Should the Contractor, at any time, be unable to provide the services of a person named in the contract, the Contractor shall provide the services of a replacement with similar ability and knowledge. Before any replacement of a person named in the contract, the Contractor must notify the minister in writing of:

- 3.2.1 The reason for the replacement of the person named in the contract;
- 3.2.2 The name of the proposed replacement;
- 3.2.3 An outline of the qualifications of the proposed replacement;
- 3.2.4 An accepted security clearance certificate, if applicable.

**3.3** The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of potential call-up(s)/contract(s) which result from a replacement of personnel shall be effected by a contract amendment.

**3.4** Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this Supply Arrangement.

### **4. CRIMINAL CODE OF CANADA**

**4.1** The Contractor certifies that the firm has never been convicted of an offence under the following sections of the *Criminal Code* of Canada:

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

**4.2** It is a term of this Standing Offer Arrangement that the Contractor and any of the Contractor's employees assigned to the performance of the potential call-up(s)/contract(s) are in compliance with section 748 of the *Criminal Code* of Canada which prohibits anyone who has been convicted of an offence under the following sections:

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

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

**5. INSPECTION AND ACCEPTANCE**

**5.1** All the work performed under this standing offer shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the potential call-up(s)/contract(s), the Departmental Representative may reject it or require its correction.

**6. AUTHORITIES**

**(a) Contracting Authority:**

The Contracting Authority for the contract is:

**Name:** Patricio Comas  
**Title:** Manager, Materiel and Procurement Services  
**Organization:** Fisheries and Oceans  
**Address:** 9W086, 200 Kent St. Ottawa ON K1A 0E6  
**Tel:** (613) 993-8522  
**Email:** [patricio.comas@dfo-mpo.gc.ca](mailto:patricio.comas@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the potential call-up(s)/contract(s) and any changes must be authorized in writing by the Contracting Authority. The Contractor must not perform any work in excess of or outside the scope of the potential call-up(s)/contract(s) based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

The Technical Authority for the Contract is:

**Name:**

**Title:**

**Organization:**

**Address:**

**Telephone:**

**Fax:**

**Email address:**

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

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

The Contractor's Representative for the Contract is:

**Name:**

**Title:**

**Organization:**

**Address:**

**Telephone:**

**Fax:**

**Email address:**

**7. CONDUCT OF THE WORK**

**7.1** The Contractor represents and warrants that:

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

**7.2** The Contractor must:

- a) Perform the Work diligently and efficiently;
- b) Except for government property, supply everything necessary to perform the Work;



- c) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d) Select and employ a sufficient number of qualified people;
- e) Perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
- f) Provide effective and efficient supervision to ensure that the quality of the workmanship meets the requirements of the Contract.

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

**7.4** All services rendered under the potential call-up(s)/contract(s) must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at its own cost.

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

**7.6** The Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract, unless the Contracting Authority orders the Contractor to do so pursuant to section 27.

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

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

## **8 SUSPENSION OF THE WORK**

- 8.1** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 38 or section 39.
- 8.2** When an order is made under section 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 8.3** When an order made under section 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **9 DISPUTE RESOLUTION**

- 9.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under the Agreement:
- a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
  - b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
  - c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
- 9.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.

- 9.3** If it is subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
- 9.4** The fees mentioned in subsection 3 shall be calculated in accordance with the Basis of Payment set out in the Agreement.
- 9.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
- 9.6** Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 9.7** If the Consultant is not satisfied with the departmental decision, the Consultant, by written notice, may request from the Department that the disagreement be referred to mediation.
- 9.8** If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental mediation procedures shall be used unless the parties agree otherwise.
- 9.9** Negotiations conducted under the Agreement, including those conducted during Mediation, shall be without prejudice.
- 10.0 CONFIDENTIALITY**
- 10.1** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 10.2** Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 10.3** The obligations of the Parties set out in this section do not apply to any information where the same information:

- a) is publicly available from a source other than the other Party; or
- b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to Canada not to disclose the information, or
- c) is developed by a Party without use of the information of the other Party.

**11. APPLICABLE LEGISLATION**

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 section alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

**APPENDIX “A”  
GENERAL CONDITIONS  
PROFESSIONAL SERVICES**

**1. IN THE  
CONTRACT:**

- 1.1 “Award Date” means the date of the award of the Contract by the Department to the Contractor.
- 1.2 “Contract” means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 “Contractor” means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 “General Conditions” means this document as amended from time to time.
- 1.5 “Intellectual Property” means any intellectual property right recognized by 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 prorated 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 subsections.
- 1.15 Words in the singular include the plural and vice versa.
- 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 be to the benefit of and binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

**4. ASSIGNMENT, NOVATION AND SUBCONTRACTING**

- 4.1 The Contract cannot 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 in the Contract, 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 reasonably available means; 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 made 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 thereof;
- 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 facts or circumstances 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 intends 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, at 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. COMPENSATION**

- 7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all damages, claims, losses, costs, expenses, actions and other proceedings, by whomsoever made, brought or threatened to be brought, 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 or encumbrance 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 the provisions of 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. 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 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 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 relating to bankrupt or insolvent debtors; or
- 10.1.2 the Contractor fails to fulfill 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 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 Her Majesty, 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 additional costs for the completion of the Work.

- 10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be governed by section 9.

## **11. RECORDS TO BE KEPT BY THE CONTRACTOR**

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers and all other useful documents pertaining to the cost of the Work and all expenditures or financial 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 therefrom.
- 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 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, 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 give the Contractor the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained on 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 term 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 during the term of this Contract and subsequent to it shall conduct themselves in such manner that there is no 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 subcontractors 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 THE 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 part of the Contract or to any benefit to arise therefrom.

**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](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 subcontractors, 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 subsection 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 subsection 17.2.

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

17.6 If 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 as described in subsection 17.2, this is sufficient to be a default for purposes of termination of the contract under 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 subsection 17.2 is deemed to be part of the performance of Work described in the Statement of Work 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 subsection 17.2.

## **18. PAYMENT BY THE MINISTER**

18.1 Applicable when the Basis of Payment specifies PROGRESS Payments.

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

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

Whichever is later.

18.1.2 The Minister shall notify the Contractor of any objections to the form of the payment 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) day period will only result in the date specified in paragraph 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts. 18.2 Applicable when the Basis of Payment specifies payment ON COMPLETION.

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

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

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

Whichever is later.

- 18.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in paragraph 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

## **19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

- 19.1 For the purposes of this section:

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

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

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

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

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

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

## **20. SCHEDULE AND LOCATION OF WORK**

- 20.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.
- 20.2 If the Work is performed at locations other than DFO's offices, the time schedule and location of Work shall be in accordance with the Contract.

**21. MINISTER’S RESPONSIBILITIES**

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

**22. CERTIFICATION – CONTINGENCY FEES**

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

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

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

22.4 In this section:

22.4.1 “Contingency fee” means any payment or other compensation that is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms.

22.4.2 “Person” includes but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, R.S. 1985 c. 44 (4th Supplement) (amended).

**23. PRICE CERTIFICATION**

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

Section 23 applies only to sole source contracts.



## **24. INTERNATIONAL SANCTIONS**

24.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the *United Nations Act*, R.S.C. 1985, c. U-2, the *Special Economic Measures Act*, S.C. 1992, c. 17, or the *Export and Import Permits Act*, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions.

At the time of contract award, the applicable economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

24.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 24.1.

24.3 If, during the performance of the Work, 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 makes it impossible for the Contractor to perform the Contract, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

## **25. OFFICIAL LANGUAGES**

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

## **26. ENTIRE AGREEMENT**

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

## **27. ENVIRONMENTAL CONSIDERATIONS**

27.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.

27.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.

27.3 Every effort should be made to purchase products that bear other environmental certification, or use best judgment to obtain products with the least harmful impact on the environment.

- 27.4 Contractors performing work under this Contract must comply fully with the *Canadian Environmental Protection Act, 1999*, the *Canadian Environmental Assessment Act*, the *Fisheries Act* and regulations such as the Arctic Shipping Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 27.5 Contractors must be fully aware of their obligations as defined under the *Canadian Environmental Protection Act (1999)*, which requires that "a person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities."
- 27.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to its environmental legislation obligations 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 Environmental Protection Act* caused by the Contractor or its employees will be fully recovered from the Contractor.

## **28. HEALTH AND SAFETY**

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

## **29. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK**

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

- 29.2 Subject to the *Access to Information Act* and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or its subcontractors.
- 29.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 29.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as “Property of (Contractor's name), permitted for Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. (Contract number),” and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 29.5 When the Contract, the Work, or any information referred to in subsection 29.1 is identified as ENHANCED RELIABILITY STATUS, RELIABILITY STATUS, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 29.6 Without limiting the generality of subsections 29.1 and 29.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as ENHANCED RELIABILITY STATUS, RELIABILITY STATUS, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 29.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

### **30. THE CODE OF CONDUCT FOR PROCUREMENT**

- 30.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 30.2 For further information, the Contractor may refer to the following PWGSC site:

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

## APPENDIX B

### 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 price listed on the full understanding that this represents an irrevocable offer. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rate.

#### 3. **DEFINITION OF A DAY/PRORATION**

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

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

#### 4. **GST/HST**

- i. All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. To the extent applicable, the estimated GST or HST 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 owing.

5. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

## 6. TENDERED PRICES

### PROFESSIONAL SERVICES AND ASSOCIATED COSTS

#### Initial period – Three years

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

THE PER DIEMS QUOTED in Appendix “B- 2” ARE TO BE ALL INCLUSIVE (including mark-up, overhead, profit, miscellaneous expenses, etc.). The prices do not include authorized travel and accommodation expenses.

#### Optional years – Year 1.

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

## 7. SCHEDULE OF PAYMENTS

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

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

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

7.4.3 within thirty (30) days following the date of receipt of a duly completed invoice as described in subsection B7.4.1;

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

**8. FORM OF INVOICE**

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

**8.1** Payments will be made provided that:

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

**8.1.2** Each invoice shows:

- a) The Contract Reference Number and Financial Code as shown on Page 1 of the Contract;
- b) The amount of GST or HST payable as a separate amount;
- c) The Contractor’s GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- d) All the information listed in subsection D4.2; and;
- e) Hold back at 10%, if applicable.

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

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

**8.2** Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by Departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a supplementary T4A 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 or individual, 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 D4.1.2(c), the T2 Corporation Tax number must be shown;
- e) The following certification signed by the Contractor or an authorized officer:

“I hereby certify that I have examined all of the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

**8.3** Invoices submitted by the Contractor that do not comply with the requirements of subsections D4.1 and D4.2 shall be returned to the Contractor for correction and re-submission.

**8.4** Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the dates specified in subsection D3.2 being used for the sole purpose of calculating interest on overdue accounts.

## **9. INTEREST ON OVERDUE ACCOUNTS**

**9.1** For the purposes of this Section:

- 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 of 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;
- d)** an amount becomes “**overdue**” when it is unpaid on the first day following the day upon which it is due and payable.

**9.2** Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor for amounts more than 15 days overdue. Interest shall be paid on amounts less than 15 days overdue if the Contractor so requests.

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

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

**10. SUPPLEMENTARY CONTRACTOR INFORMATION**

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

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

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

\_\_\_\_\_

**10.2** The status of the Contractor (individual, unincorporated business, corporation or partnership):

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**The following certification signed by the Contractor or an authorized officer:**

“I certify that I have examined the information provided above and that it is correct and complete.”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of signatory



**APPENDIX B-2**

**PERSONNEL AND ADMINISTRATIVE EXPENSE RATES**

Please take note that the financial evaluation of the proposal will be exclusively based upon the information provided in Appendix B-2, Table A-1, Personnel and Administrative Rates.

**TABLE A-1**

**Hourly rate of team members and support staff.**

**(The wage costs of any other employee will be reimbursed in accordance with the terms and conditions of subsection 3.3 ii)**

	1 <sup>st</sup> year		2 <sup>nd</sup> year		3 <sup>rd</sup> year		Optional year			
	With pick-up truck	Without pick-up truck	With pick-up truck	Without pick-up truck	With pick-up truck	Without pick-up truck	With pick-up truck	Without pick-up truck		
Observer*		*		*		*		*		
General Foreman										
Team Leader**										
Mechanic										
Navigator***										
General Labourer										
Logistical Support										

\* Pick-up truck always included in the hourly rate.

\*\* A Team Leader will be present only if there is more than one team; otherwise the General Foreman will perform these duties.

\*\*\* The Navigator may be a member of the team or a subcontractor with the required training. See subsection 3.1 of the Technical Specifications.

**APPENDIX B-3**

**RATES FOR CONTRACTOR’S EQUIPMENT**

**TABLE B-1**

**Rate for a vacuum truck with driver/operator.**

(Vacuum truck 1)

*Pumping capacity (minimum 750 CFM)* \_\_\_\_\_

Tank volume Minimum 1,200 gallons) \_\_\_\_\_

<b>1st YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

**APPENDIX B-3 (continued)**

**RATES FOR CONTRACTOR’S EQUIPMENT**

**TABLE B-2**

**Rate for a vacuum truck with driver/operator.**

*(Vacuum truck 2)*

*Pumping capacity (minimum 750 CFM) \_\_\_\_\_*

**Tank volume** Minimum 1,200 gallons) \_\_\_\_\_

<b>1st YEAR</b>	<b>Km</b>	<b>HourlyRate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

APPENDIX B-3 (continued)

**RATES FOR CONTRACTOR’S EQUIPMENT**

**TABLE B-3**

**Rates for transport truck with driver.**

*(Transport truck 1) able to tow a 7,500 kg (20,090 lbs.) trailer of an overall length of 12.2 meters (40') and width of 3.05 meters (10'). The towing installation shall have sufficient capacity to tow the maximum load and shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'') in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.*

<b>1st YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

**APPENDIX B (continued)**

***RATES FOR CONTRACTOR'S EQUIPMENT***

**TABLE B-4**

**Rates for a transport truck with driver.**

*(Transport truck 2) able to tow a 7,500 kg (20,090 lbs.) trailer with an overall length of 12.2 meters (40') and width of 3.05 meters (10'). The towing installation shall have sufficient capacity to tow the maximum load and shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'') in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.*

<b>1st YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

**APPENDIX B-3 (continued)**

***RATES FOR CONTRACTOR'S EQUIPMENT***

***TABLE B-5***

Rates for a pick-up truck with driver.

(Pick-up truck 1)

<b>1st YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

**APPENDIX B-3 (continued)**

***RATES FOR CONTRACTOR'S EQUIPMENT***

**TABLE B-6**

Rates for a pick-up truck with driver.

(Pick-up truck 2)

<b>1st YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>2<sup>nd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>3<sup>rd</sup> YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

<b>Optional YEAR</b>	<b>Km</b>	<b>Hourly Rate</b>	<b>4 hours</b>	<b>Day</b>	<b>Week</b>
<b>In use</b>					
<b>As transportation</b>					

**APPENDIX B (continued)**

**RATES FOR CONTRACTOR'S EQUIPMENT**

**TABLE B-7**

**Rates for hazardous waste containers – handling.**

<b>Handling (delivery or pickup)</b>	<b>Day</b>	<b>Week</b>	<b>Month</b>



**APPENDIX B-3 (continued)**

**RATES FOR CONTRACTOR'S EQUIPMENT**

**TABLE B-8**

Rates for miscellaneous environmental response equipment (with operator) –1<sup>st</sup> year

Equipment	Description	Use			
	Capacity, size, weight, etc.	Hourly Rate	4 hrs	day	week

**APPENDIX B-3 (continued)**

**RATES FOR CONTRACTOR'S EQUIPMENT**

**TABLE B-9**

Rates for miscellaneous environmental response equipment (with operator) – 2<sup>nd</sup> year

Equipment	Description	Use			
	Capacity, size, weight, etc.	Hourly Rate	4 hrs	day	week

**APPENDIX B (continued)**

**RATES FOR CONTRACTOR’S EQUIPMENT**

**TABLE B-10**

Rates for miscellaneous environmental response equipment (with operator) – 3<sup>rd</sup> year

Equipment	Description Capacity, size, weight, etc.	Use			
		Hourly Rate	4 hrs	day	week

Rates for miscellaneous environmental response equipment (with operator) – optional year

Equipment	Description Capacity, size, weight, etc.	Use			
		Hourly Rate	4 hrs	day	week

**APPENDIX B-4****LIST OF TEAM MEMBERS AND DUTIES*****TABLE C-1***

Title	Employee's name	Holds Class 1 driver's licence
General Foreman/Observer		
Team Leader		
Mechanic		
1 <sup>st</sup> Navigator		
2 <sup>nd</sup> Navigator		
1 <sup>st</sup> General Labourer		
2 <sup>nd</sup> General Labourer		
3 <sup>rd</sup> General Labourer		

**APPENDIX B-5**

**LIST OF CONTRACTOR'S SUBCONTRACTORS**

1. I intend to hire the following subcontractors who I find to be, upon inquiry, reliable and competent as concerns the Work described below. The rest of the Work will be performed by me/us.
2. It is agreed that I will not grant any other subcontracting to any person or organization or for any other work without the consent of the Departmental Representative.

***TABLE D-1***

Name and address of subcontractors	Description of the work assigned

**APPENDIX B-6**  
**DISTRIBUTION OF TERRITORIES BASED ON STANDING OFFERS**  
**FOR OIL SPILLS**

Montreal	Western limit	The entire river area east of the Beauharnois locks.
	Eastern limit	The entire area west of latitude 45° 46' at Verchères.
Sorel	Western limit	The area east of latitude 45° 46' at Verchères.
	Eastern limit	The area west of the Trois-Rivières bridge, including the north and south shores. The Richelieu River up to Lake Champlain and Lake Champlain to the border.
Trois-Rivières	Western limit	The entire area east of the Trois-Rivières bridge.
	Eastern limit	The entire river area west of latitude 46° 35' at Grondines, including the north and south shores.
Québec City	Western limit	The entire area east of latitude 46° 35' at Grondines, including the north and south shores.
	Eastern limit	The entire area west of latitude 47° 50' at Rivière-du-Loup, including the north and south shores.
Saguenay	Western limit	The area east of latitude 47° 50' at St. Siméon, to the middle of the river, as well as the Saguenay River and Lake St. Jean.
	Eastern limit	The area west of latitude 48° 15' in the middle of the tideland at Théophile at Grande-Bergeronnes.
Rimouski / Ste-Flavie	Western limit	The area east of latitude 47° 50' at Rivière-du-Loup.
	Eastern limit	The area west of the mouth of the Petite Rivière Sainte-Anne at Ste-Anne-des-Monts.
	Northern limit	The middle of the river.
Baie-Comeau	Western limit	The area east of latitude 48° 15', i.e. Grandes-Bergeronnes.
	Eastern limit	The area west of Port Cartier. N.B. the Port Cartier port is excluded.
	Southern limit	The middle of the river.
Sept-Îles	Western limit	The area east of Port Cartier. N.B. Port Cartier included.
	Eastern limit	The area west of the end of the 138 (formerly Havre-St-Pierre).
	Anticosti Island	The area west of the Eastern limit (same longitude), and south to the South-West point.
	Southern limit	Imaginary line running through the middle of the river to the South-West point of Anticosti Island.
	Lower North Shore	May be called to respond.
Gaspé	Western limit	The area east of Petite Rivière Sainte-Anne at Ste-Anne-des-Monts and the entire coast of the Gaspésie Peninsula up to the mouth of the Matapédia River.
	Anticosti Island	The southern part of Anticosti Island, from the South-West point to Heath Point.
Magdalen Islands	Territorial limit	The entire territory of the Magdalen Islands and five miles around the islands.

**APPENDIX B-7**

**LIST OF EQUIPMENT REQUIRED BY THE CONTRACTOR**

**TABLE B-7**

List of environmental response equipment

Equipment	Description
	Capacity, size, weight, etc.
Pick-up truck 1	
Pick-up truck 2	
Transport truck 1	<p><i>Able to tow a 7,500 kg (20,090 lbs.) trailer, with an overall length of 12.2 meters (40') and 3.05 meters (10') wide. The towing installation shall have sufficient capacity to tow the maximum load and <b>shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'')</b> in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.</i></p>
Transport truck 2	<p><i>Able to tow a 7,500 kg (20,090 lbs.) trailer, with an overall length of 12.2 meters (40') and 3.05 meters (10') wide. The towing installation shall have sufficient capacity to tow the maximum load and <b>shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'')</b> in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.</i></p>
Vacuum truck 1	<p><b>Minimum pumping capacity 750 CFM</b>  <b>Tank volume Minimum 1,200 gallons</b></p>
Vacuum truck 2	<p><b>Minimum pumping capacity 750 CFM</b>  <b>Tank volume Minimum 1,200 gallons</b></p>
<b>Hazardous waste container - Handling</b>	



## APPENDIX C STATEMENT OF WORK

### 1. Title

#### **Marine Spill Response Services**

#### **Completion date and description of the Work**

**The Standing Offer will be commencing on the date of the award of the Standing Offer and August 31, 2017\*\*\* (upon request)**, the Contractor will carry out with care, diligence and efficiency the Work set out in the document “Description of Work” provided this Work has been duly requested by the Minister. Such request will be made by issuing a call-up precisely describing the response services to be provided for each specific case.

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

#### **Price of the Agreement**

The Standing Offer value for each of the 10 regions is \$500,000, while the total value for all 10 regions is \$5,000,000.

Subject to the terms and conditions of the Agreement, Her Majesty will pay the Contractor, with respect to the execution of the Work, for all costs and expenses incurred during the performance of the marine hydrocarbon spills response services. All these costs will comply with those costs established in the rate appendices attached hereto. These rates may not be amended for the entire term of the Agreement.

#### **Relevant legislation**

This Contract will be administered and interpreted in accordance with the laws in effect in the province of Quebec.

#### **Departmental Representative**

For the purposes of the Agreement, the Minister appoints the **Canadian Coast Guard’s Fisheries and Oceans Environmental Response Duty Officer** as the Departmental Representative.



## DESCRIPTION OF WORK

### **Delivery of response services**

The Contractor may also be responsible for maintaining part or all of the equipment kept on its property, and for cleaning, storing and repairing equipment according to the requirements and at the request of the Department's authorized representative.

Under this Agreement, the Contractor's team members are also required to participate in training offered by the Department's training staff.

### **For the Magdalen Islands only:**

The Contractor agrees to provide to the Minister marine spill response services to support the CCG's response activities. The Contractor provides services to recover bags of fuel oil from the Irving Whale, through the dunes on the Magdalen Islands, and the marine spill response services described from time to time in a call-up. When providing these services, the Contractor is under CCG management and supervision. The Minister is responsible for managing and supervising all response activities. The Minister acknowledges having requested the response services covered by this Agreement with the Contractor in the context of an emergency that resulted in the need for the marine spill response services requested.

## **2. Standard of performance applicable to the Contractor**

Subject to the other conditions of this Agreement, the Contractor shall do its utmost to provide the services requested by the Minister in accordance with this Agreement, in such a manner as to counteract the effects of the applicable spill or eliminate or clean the spill as efficiently as possible under the circumstances.

## **3. Geographic scope of the Agreement**

The Minister acknowledges that the Contractor must provide marine spill response services in the following areas: Montréal, Sorel, Trois-Rivières, Québec City, Saguenay, Rimouski/St. Flavie, Baie-Comeau, Sept-Îles, Gaspé, and Magdalen Islands, and that such services are administered by the Canadian Coast Guard – Quebec Region.

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## **DEFINITIONS**

In addition to the definitions in paragraph 1 of the General Conditions, the following definitions will apply for these Specifications:

- a) “Contractor” means an established firm (or the person who manages it) that employs a minimum of eight (8) employees and that works in the field related to the operations identified in the Agreement, for example, the salvage, transportation and disposal of hazardous and/or polluting materials or products, industrial or environmental clean-up, or even a maritime emergency response organization.
- b) “Team” means a group of eight (8) people selected by the Contractor from within its own firm who meet the basic requirements set out in this document.
- c) “Subcontracting” means the operations assigned to a subcontractor following the instructions of the Contractor; these instructions must adhere to the Department’s standards and requirements as set out in these Specifications. Subcontracting also includes any purchase or rental of goods or services paid by the Contractor and reimbursed by the Department.
- d) “Service call” means any request to the Contractor for service where the Contractor has to travel, made by the Departmental Representative within the framework of this Agreement.

## **OPERATIONS**

### **1. GENERAL PROVISIONS**

#### **1.1. Geographical situation, availability and response times**

The Contractor shall have its place of business in the specific emergency response area and be capable of:

- i) reacting and being ready within 1 hour of the initial call from the Departmental Representative, meaning a person shall be assigned to go to the spill site and conduct an observation in accordance with the duties of the Observer described in subsection 3.1 of these Specifications;
- ii) providing the team’s services, as well as the resources and equipment of the Department from its storage facility, within 2 hours;
- iii) providing a 24/7 emergency telephone response line.

**Please indicate the phone number for this service:** \_\_\_\_\_

## **1.2. External resources**

The Contractor shall, to the extent possible, know all of the potentially useful human and material resources in the territory served and be able to call on them if needed during an emergency response.

## **1.3. Primary tasks**

i) The Contractor shall perform, in accordance with the methods and procedures required by the Departmental Representative and/or in accordance with the “Oil Spill Response Field Guide,” the following tasks:

- Stop and/or plug leaks;
- Deploy containment booms around oil slicks;
- Use absorbent products for the affected areas;
- Carry out and/or participate in the installation and use of recovery systems;
- Perform other essential tasks related to the containment and treatment of oil slicks, and cleaning of polluted areas (including transportation and disposal of waste);
- Lighten a vessel and/or transfer oil products from a tank;
- Be able to salvage bags of fuel oil from the Irving Whale across the sand dunes on the Magdalen Islands.

These tasks will be performed at the locations to be determined by the Departmental Representative using and/or providing equipment in accordance with the needs stated by the Departmental Representative.

ii) During an emergency response, the Contractor shall send to the Departmental Representative a daily report on the general situation, including general observations on the clean-up work and on operations planning.

iii) The Contractor shall pay for the purchase or rental of goods or services as requested by the Departmental Representative, and ensure they are delivered and/or transported. These expenditures will be reimbursed in accordance with the provisions described in section 2 of this Agreement.

#### **1.4 Use of Department property**

- i) The equipment and property of the Department cannot be used for purposes other than those established by the Departmental Representative.

#### **1.5 Response**

- ii) During a major disaster, in any circumstances where the activities may be prolonged or become more complex, or for any other reason the Departmental Representative may deem sufficient, the Departmental Representative reserves the right to use the services of any other specialized firm, while allowing the Contractor to continue operations already commenced.
- iii) The Contractor may submit a tender, like other firms, to complete or carry out response work or related work at a fixed price, if the Departmental Representative chooses this contracting process; this in no way revokes the obligations that the Contractor hereby incurs.

## 1.6 Other provisions

- i) During an actual response or during training, any absorbent material supplied by the Contractor will be replaced by the Department with equivalent material.
- ii) All rights, titles and related interests in Intellectual Property in respect of an invention developed, finalized or applied for the first time during the performance of the Work under this Agreement are assigned to the Contractor, should the Contractor wish to use said Intellectual Property for commercial purposes. If the Contractor reports that it does not intend or does not have the capacity to commercially exploit said Intellectual Property, the associated right of ownership thereto will be assigned to the Department.
- iii) The Contractor assigns to the Department, with regard to all Intellectual Property, a non-exclusive, irrevocable, global, fully-paid, royalty-free licence to use, realize or have realized, copy, translate, apply or produce the Intellectual Property for any purpose of the Department, with the exception of commercial sale in competition with the Contractor. The Intellectual Property user licence granted to the Department includes the right for said property to be used by any other contractor hired by the Department to perform work under this Agreement or any other subsequent agreement. The right granted by the Contractor authorizes the Minister to use the Intellectual Property solely to perform the contracts and requires that the other contractor protect the confidentiality of the Intellectual Property.

## 2. PAYMENT AND REIMBURSEMENT OF OPERATING COSTS

The Contractor hereby agrees and accepts that, at the response site, the signature of the Departmental Representative on all documents is for no other purpose than to confirm receipt and use. Thus, it is agreed that all relevant costs will only be accepted and approved pursuant to section 34 of the *Financial Administration Act* upon submission of an official invoice, after verification in accordance with this Agreement, and once deemed to be fair and reasonable by the Departmental Representative.

Upon receipt of relevant accounts and verification by the Departmental Representative, the Department undertakes to pay the Contractor, for the term of this Agreement, the sums calculated using the rates set out in the pricing appendices. The Contractor will be entitled to compensation from the Department only if the Departmental Representative considers that the Contractor has complied with the clauses of this Agreement that the hours billed were actually worked and that the quality of the service complies with the request. The Contractor shall be aware that the Departmental Representative does not approve amounts of money but rather that the service described was actually provided.



During a major response, the Contractor may obtain progress payments or advances if justification for such progress payments or advances can be demonstrated to the Departmental Representative.

All subcontracting costs shall be treated as a total daily amount, and the percentage of administrative expenses for subcontracting will be the percentage specified in Table A-2 of Appendix A.

Any unused materials, tools or equipment reimbursed by the Department to the Contractor shall be handed over, whenever possible, at the request of the Departmental Representative; otherwise the Department may claim the original value from the Contractor.

## **2.1. Other service charges**

### **ii) Rental and services**

The costs for rental of the Contractor's equipment and vehicles by the Department **during emergency responses** will be paid according to the rates set out in Tables B-1 to B-10 of Appendix B-3 and in accordance with the clauses of this Agreement. **The rates applicable during any other situation shall reflect the regional market rates for like services.**

## **3. PERSONNEL**

### **3.1. Composition of the team**

i) The Contractor shall provide a group of eight people, including the following members:

- One (1) General Foreman/Observer
- One (1) Team Leader
- One (1) Mechanic
- One (1) Navigator
- Four (4) General Labourers

ii) The primary duties of each team member must be as described below without, however, being expressly limited thereto:

iii) The Contractor shall at all times inform and train new personnel with the aim of fulfilling the Service Agreement. A DVD and "Marine Oil Spill Shoreline Worker Safety Field Guide" booklet shall be placed inside the Contractor's response kit.

iv) The Contractor shall ensure that any new employee reads the checklist in the Contractor's kit, signs it and has the employee sign it, and faxes a copy (418-648-4003) to the DFO Environmental Response Logistics Officer.

### General Foreman/Observer

The General Foreman is the person in contact with the Departmental Representative; he receives operational instructions and ensures they are applied; compiles all information for operational and administrative reports, and acts as general foreman in the field in accordance with the Departmental Representative's authorization, and may have to manage the logistics of the Contractor's operations.

The Observer is the person who takes first action when an incident occurs. The Observer travels to the site and assesses the situation using the CCG's First Responders Guide, prepares and implements an initial response plan, assesses operational needs and reports to the Departmental Representative and, above all, does everything possible to stop the leak and minimize its spread, if any. Therefore, the Observer must be capable of using marine, road and topographical maps and various means of telecommunications.

### Team Leader

A Team Leader is assigned to oversee the marine and land operations work group. The Team Leader's duties consist primarily of planning, assigning and supervising the tasks of the team members. The Team Leader must be able to relay the tasks to be performed and report on the team's activities. **\* See note in Table A-1 of Appendix B-2.**

### Mechanic

The mechanic must hold a recognized diploma and/or knowledge and experience in general mechanical maintenance of pollution control equipment. The Mechanic must have the tools required to do the work (except specialized tools) and be able to work on a body of water. The mechanic must participate in maintenance periods at the request of the Departmental Representative.

### Navigator

The Navigator must operate work craft during emergency operations. The Navigator must have solid experience operating watercraft under 8 meters and must be very familiar with the effect of currents and tides on watercraft, fixed installations or any floating equipment. The Navigator must hold a valid Restricted Radio Operator's Certificate (ROC), a pleasure craft licence to operate watercraft under 8 meters and a valid First Aid certification from a 16-hour course. **Certificates must be provided with the tender.** Must be very familiar with the body of water and know how to use nautical charts, and be capable of directing marine operations and producing operations reports.

**Asset in the final evaluation:** The Contractor may have an employee or subcontractor navigator with a Small Vessel Operator Proficiency (SVOP) licence, accompanied by a Marine Emergency Duties Course (MED A1, A2 or A3), Radio Operator's Certificate (ROC) and valid 16-hour First Aid course. The subcontractor must meet all Transport Canada training and skills requirements for the operation of commercial vessels under 5 tonnes, other than passenger vessels, and must possess all necessary certificates. **Certificates must be provided with the tender.**

### General Labourer

A General Labourer is a generalist trained to operate pollution control equipment. The General Labourer must be able to direct small groups of workers during responses. He must be familiar with clean-up procedures and be able to produce operations reports.

- iii) The Contractor shall guarantee to the Department that the composition of the team will not change for the term of the Agreement, except in circumstances beyond the Contractor's control (disability and/or resignation). In this case, the Departmental Representative will be immediately informed. The names of the team members will be listed in Table C-1 of Appendix B-4, and **must be updated annually on the anniversary date of the Agreement.**
- iv) The Contractor shall ensure that at least three (3) team members (identified in Table C-1 of Appendix B-4) hold a valid Class 1 driver's licence, have taken appropriate hazardous materials transportation training and hold a valid training certificate pertaining thereto.
- v) The composition of the team and the roles determined by the titles used above in no way restrict the assignment of each of the team members to other tasks for which they are qualified. The Departmental Representative will determine the nature of the work of each person if the tasks to be performed were to differ from those implied by the title given to each team member.
- vi) Whenever possible, the Contractor's equipment operator should not be a member of the team; otherwise this person could be replaced at the request of the Departmental Representative in order to maximize the cost-effectiveness of the team's activities.
- vii) The team shall participate in training sessions offered by the Department in accordance with the clauses set out in the "Training" section of these Specifications.

### **3.2. Support staff**

- i) Logistical support personnel may be added to the eight team members.

Logistical support

Logistical support personnel will assist the Departmental Representative in acquiring goods and services for an emergency response, and must have a good sense of organization and prioritization. Such an individual must reside in the region where the Contractor's service is delivered, hold a valid driver's licence and be very familiar with an operational setting. The Contractor shall not use this person's services to meet its own logistical needs.

**3.3.Wages**

- i) The wage costs of team members and support staff will be reimbursed by the Department at the rates established in Table A-1 of Appendix B-2 and in accordance with the clauses of this Agreement.

**3.4.Transportation of personnel, accommodations and meals**

- i) The Contractor shall provide transportation, accommodations and meals for all team members and additional staff during an emergency response. The Departmental Representative will determine, based on the circumstances, if the Department will reimburse the Contractor for all living and/or travel expenses attributable to the delivery of the service and, if such is the case, the Contractor must submit all invoices and relevant documentation.
- ii) With the agreement of the Departmental Representative, the Contractor shall provide the most cost-effective method of transportation for all personnel.
- iii) Accommodations expenses shall be the most cost-effective. However, the employer will house employees in decent conditions, and in no case shall the rates (before administrative costs) allocated for accommodations exceed those set out in the Treasury Board Directives.
- iv) In an emergency response, the Contractor will be reimbursed by the Department for employee meal costs according to the lesser of the following methods: 1) An initial meal after the first four consecutive hours of work of the employee and one subsequent meal every six consecutive hours of work. The amount (before administrative expenses) claimed from the Department for each meal shall not exceed \$15.00 per person. 2) The actual cost of meals provided to employees, plus the percentage indicated in Table A-2 of Appendix A. The number and cost of meals may, however, exceed these figures in exceptional circumstances (remote regions,

limited choice, etc.), and the amount allocated will then be assessed by the Departmental Representative.

### 3.4 Clothing

- i) The Contractor shall provide its employees safe clothing as prescribed by the *Canada Labour Code* and by the regulations of the Quebec Workers' Compensation Commission (CSST), and assume the costs thereof.
- ii) Any additional clothing required by the Departmental Representative owing to an exceptional situation or a need for additional personnel, will be supplied by the Contractor and reimbursed by the Department. Reimbursement will be made based on a cost deemed fair and reasonable by the Departmental Representative, who may require that all reimbursed clothing be returned to him.
- iii) During or following an emergency response, the Department will reimburse the cost of any clothing that needs to be replaced because it is soiled. The Departmental Representative may require that all replaced clothing be returned to him.

### 3.5. Health and safety

- i) Each member of the team must be able to work on a body of water, and have the physical fitness necessary to work in remote or isolated regions or confined spaces. Team members may have to stay or travel on Canadian Coast Guard vessels and, in this case, shall meet the standards established in the Fleet Safety Manual.
- ii) The Contractor shall provide the Department, for each member of the team, a statement of health, and provide evidence that the employee has undergone a complete and satisfactory physical in the last 12 months.
- iii) The Contractor shall ensure that each team member has taken a general first aid course (including CPR), and that each member holds a valid general first aid card at all times for the term of the Agreement.
- iv) All employees must watch the "Marine Oil Spill Shoreline Worker Safety Field Guide" DVD and read the booklet **every year**.
- v) The Contractor shall ensure that staff rotation occurs according to the standards of maximum number of consecutive hours of work recommended by the *Canada Labour Code* and by the CSST.

*The selected firm must submit its prevention program, including safe work procedures and an analysis of duties with a health and safety risk component (to be provided by the firm after the contract is awarded and before work commences). An emergency response plan and*

*communication plan identifying one person to act as the coordinator and oversee the health and safety of employees, will also be required before work commences. This person shall notify the Department if any abnormalities related to the Work are encountered. Activities with a fall and drowning risk component will require the use of a life jacket or safety harness.*

*The Contractor shall comply with all provincial and federal legislation, regulations, policies and procedures governing the working conditions, wages and health and safety of workers.*

*- The Contractor must obtain and keep all permits and approval certificates necessary to perform the Work. All permits and approval certificates must be in order and comply with all applicable federal, provincial and municipal laws. The Contractor must also be able to provide copies to the Government of Canada upon request.*

*- The Contractor is responsible for the health and safety of all persons who have access to the work site and must adhere to all federal, provincial and municipal health and safety legislation, policies and procedures. The most stringent legislation, policies and procedures prevail.*

*- The Contractor must ensure that all persons who have access to the work site adopt safe behaviour and wear or use the regulatory safety clothing, tools, equipment and devices.*

*-The Contractor must ensure that all persons who participate in the Work have taken appropriate training on all required safety procedures.*

#### **4. CONTRACTOR'S VEHICLES AND TRANSPORTATION**

##### ***4.1. Vehicles***

- i) The Contractor shall be equipped (or demonstrate to the Department that it has a written agreement with a firm for the full term of the Agreement) with a vacuum truck **certified for the transportation of residual hazardous materials**, two pick-up trucks and two trucks capable of towing 7,500 kg (20,090 lbs.) trailers with an overall length of 12.2 m (40') and width of 3.05 m (10'). The towing installation shall have sufficient capacity to tow the maximum load and shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'') in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system. The electrical outlet as well as the adapter sets for electric brakes will be supplied by the Department, which will reimburse the Contractor for their installation, if not already installed. **No administrative expenses can be claimed for these costs.**

#### **4.2. Transportation**

- i) The Contractor shall hold or obtain, at its expense, the following permits:
  - A Class 1 special travel permit.
- ii) As regards the transportation of miscellaneous equipment, the Contractor shall choose the method least costly to the Department depending on the weight of the equipment and distance to be travelled.
- iii) The Contractor shall supply a list demonstrating the availability upon request of at least one other qualified carrier.
- iv) The Contractor shall also be able to enter into arrangements to guarantee the transport of Department equipment anywhere, at the request of the Departmental Representative.

#### **5. DISPOSAL OF WASTE**

- i) The Contractor shall guarantee that the rates for the disposal of waste are based on volume and level of contamination. The rates shall include transportation and handling, and be based on the rates of the transfer or disposal centre. The Department agrees to reimburse the Contractor for expenses incurred plus applicable subcontracting administrative expenses as described in Table A-2 of Appendix A, upon submission of analysis reports, invoices, the record of weights and the disposal certificate from the disposal centre. If the waste transferred to the disposal centre has a residual market value, the Contractor shall credit this market value back to the Department.
- ii) The Contractor shall hold all permits necessary for the handling, storage and transportation of hazardous material, residual hazardous material, hazardous waste and contaminated soil, in accordance with the provincial regulations in force, or demonstrate to the Department that it has a written agreement with a firm that meets these requirements, for the full term of this Agreement.

**6. TRAINING**

**6.1. Drills and availability of personnel**

- i) The Contractor shall, upon two-weeks' notice, make available all members of the team to participate in training sessions given by the Department.
- ii) The duration of annual training/drills may be as long as a maximum of one week in the first year, and one week in subsequent years. This period may be scheduled anytime on the calendar on agreement with the Contractor, and may even be divided into parts (theory and practical) and will not necessarily take place on business days.
- iii) In addition to these periods, practical drills may be scheduled annually at the discretion of the Department in order to improve the Contractor's preparedness.

**6.2. Compensation and reimbursements during training**

- i) The Department undertakes to reimburse the Contractor for the wages of each employee team member trained at the following rates:

Theory hours:            Team rate (Table A-1 of Appendix B-2)  
 Practical hours:            Team rate (Table A-1 of Appendix B-2)  
 Clean-up hours:            Team rate (Table A-1 of Appendix B-2)  
 For any employee in addition to the team, the Department undertakes to reimburse the Contractor for the wages of each employee at the following rates:

Theory hours:            \$20.00/hour  
 Practical hours:            Team rate (Table A-1 of Appendix B-2)  
 Clean-up hours:            Team rate (Table A-1 of Appendix B-2)

- ii) Transportation expenses for personnel to get to the training location will be at the Contractor's expense. If training is given outside the territory served by the Contractor, the travel directives described in subsection 3.4 will apply.
- iii) Transportation costs of the equipment used for training will be the responsibility of the Department and reimbursed to the Contractor at the rates described in Tables B-3 and B-4 of Appendix B-3.
- iv) The rates charged to the Department for equipment (e.g., truck, crane, etc.) supplied by the Contractor during a training session will be according to Tables B-1 to B-10 of Appendix B-3.



## 7. MAINTENANCE

- i) On the effective date of this Agreement, the Contractor may be tasked with maintaining all or part of the equipment stored in its territory, at the request and under the supervision of the Departmental Representative. Some periods of the year will be identified “ad hoc,” and a reasonable period of time will be granted between the choice of these periods, and the exact duration of the maintenance period will depend on the number and type of equipment present.
- ii) The wages of the Contractor’s team members during equipment maintenance hours will be the team rates described in Table A-1 of Appendix B-2. However, the cost of meals and transportation of team members during these maintenance periods will be the Contractor’s responsibility. **When the Departmental Representative considers it reasonable, he may authorize compensation of the Contractor; the applicable hourly rates will be those described in Table A-1 of Appendix B-2 in the column “With pick-up truck” and will serve as compensation.**
- iii) The Contractor may, depending on the situation, proceed with the cleaning, storing and repair of Department equipment, be tasked with supplying the necessary parts and proceeding to replace them according to requirements and at the request of the Departmental Representative. Spare parts supplied by the Contractor will be reimbursed by the Department upon presentation of invoices and in accordance with the provisions of this Agreement; the percentage of administrative expenses being the one applicable to subcontracting, as described in Table A-2 of Appendix A.
- iv) The Contractor shall perform maintenance on the Department’s equipment according to the specifications of the Department and manufacturer, and may have to complete miscellaneous maintenance records.
- v) At his discretion, only the Departmental Representative will be entitled to add or withdraw from service any piece of inventory while this Agreement is in effect and for any potential extension thereof. The Contractor will then be notified and the inventory list will be amended accordingly.
- vi) If, owing to its own negligence, the Contractor loses or damages equipment and/or material that is the property of the Department, it shall replace or repair these parts at its own expense and to the satisfaction of the Departmental Representative. If the Contractor does not meet these requirements, the monies required to acquire, replace and repair missing or damaged items will be deducted from the monies owed to the Contractor under the Agreement or will be claimed therefrom. The Department will assume the costs of damages attributable to normal wear and tear or any other reason deemed to be beyond the Contractor’s control.

**APPENDIX C-1  
CERTIFICATIONS**

**1. Certificate of Independent Tender Determination:**

I, the undersigned, by submitting the enclosed tender or offer (hereinafter, the “Tender”) to:

\_\_\_\_\_  
(Name of Tender recipient)

for:

\_\_\_\_\_  
(Name and number of the Tender project)

in response to the call for tenders (hereinafter the “Call for Tenders”) issued by:

\_\_\_\_\_  
(Name of Procurement Authority)

declare as follows and certify that these statements are true and complete in all respects.

I declare on behalf of:

\_\_\_\_\_  
(Name of Tenderer [hereinafter the “Tenderer”])

that:

- 1 i) I have read and understand the contents of this certification;
- 2 ii) I am aware that the enclosed Tender will be disqualified if the statements contained in this certification are not true or complete in all respects;
- 3 iii) I am authorized by the Tenderer to sign this certification and to present the enclosed Tender on its behalf;
- 4 iv) All persons whose name appears in the enclosed Tender have been authorized by the Tenderer to establish the terms and conditions provided for therein and to sign the Tender on its behalf;

- 5 v)** For the purposes of this certification and the enclosed Tender, I understand that the word “Competitor” refers to any person or body, other than the Tenderer, whether affiliated or not with the Tenderer:
- (a) who was invited by the call for tenders to submit a tender;
  - (b) who could potentially submit a tender in response to the Call for Tenders given his or her qualifications, skills or experience;
- 6 vi)** The Tenderer declares (check one of the following statements):
- (a) that the present Tender has been established without collusion and without having communicated or established an agreement or arrangement with a competitor;
  - (b) that the present Tender was established after having communicated or established an agreement or arrangement with one or more competitors, and that he is disclosing in the enclosed document all the details related thereto, including the name of the competitors and reasons for these communications, agreements or arrangements;
- 7vii)** Without limiting the generality of the foregoing in 6(a) or (b), the Tenderer declares that there was no communication, agreement or arrangement with a competitor in relation to:
- (a) prices;
  - (b) the methods, invoices or formulas for establishing the prices;
  - (c) the decision to submit or not submit a tender;
  - (d) the submission of a tender that does not meet the specifications of the Call for Tenders;
- with the exception of what is specifically disclosed in accordance with subsection 6(b) above;
- 8**
- viii)** Furthermore, if there was no communication, agreement or arrangement with a competitor in relation to details related to the quality, quantity, specifications or delivery of the goods or services covered by this Call for Tenders, except those that were specifically authorized by the Procurement Authority or specifically disclosed in accordance with subsection 6(b) above;
- 9 ix)** The terms and conditions of the enclosed Tender were not and will not be intentionally disclosed by the Tenderer, directly or indirectly, to a competitor before the earlier of the following dates, either the official tender opening time or the awarding of the contract, unless required to do so by law or required to disclose this pursuant to subsection 6(b).

\_\_\_\_\_  
(Name and signature of the person authorized by the Tenderer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**APPENDIX D  
EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated according to the mandatory criteria set out below. It must be clearly demonstrated that the proposals presented by Tenderers meet all of the mandatory requirements in order to move on to the next stage of evaluation. Proposals that do not meet the mandatory criteria will not be selected.

The Tenderer must include the following table in its proposal, indicating that the Tenderer meets the mandatory criteria, and indicate on which page or in which section of the proposal the information can be found that verifies that the criteria have been met.

<b>No.</b>	<b>Mandatory criteria</b>	<b>Meets criteria(✓)</b>	<b>Page # of proposal</b>
<b>M1</b>	The Contractor must have and keep a place of business in the established territory.		
<b>M2</b>	The Contractor must have and keep a team of eight employees.		
<b>M3</b>	The Contractor must have valid insurance coverage.		
<b>M4</b>	The Contractor must have the capacity to provide services within the time periods as described.		
<b>M5</b>	The Contractor must have or have the capacity to provide at all times the equipment as described.		
<b>M6</b>	The Contractor must provide a 24/7 emergency telephone response line. Please indicate hereinafter the phone number for this service:		
<b>M7</b>	<p>The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada (PWGSC).</p> <p>The Contractor's personnel must, at all times during the performance of the Contract, each hold a valid RELIABILITY STATUS, granted by the CISD, PWGSC. The Contractor's employees MUST NOT remove any PROTECTED or CLASSIFIED information or property from the workplace.</p>		
<b>M8</b>	The Contractor shall have or obtain the Class 1 special travel permit at its own expense.		

**RATED TECHNICAL CRITERIA**

Proposals must meet all of the mandatory requirements. Failure to meet one of the mandatory requirements will render the proposal non-responsive; it will be excluded and will not be reviewed further.

**RATED REQUIREMENTS:**

Proposals that meet **ALL** of the mandatory criteria will be evaluated and rated based on the following rated criteria, using the evaluation factors described for each criterion. It is imperative that these criteria be covered in sufficient detail in the proposal to fully describe the Tenderer’s response and to allow the evaluation team to rate the proposals.

<b>Number</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Proposal Reference</b>
<b>R1</b>	Number of years of experience working in oil spill response.  Less than one year: 0 points 12 to 36 months: 2 points 37 to 96 months: 6 points 97 to 144 months: 12 points 145+ months: 19 points	<b>19</b>	
<b>R2</b>	Number of oil spill response experiences.  Fewer than 3 responses: 0 points 3 to 5 responses: 5 points 6 to 10 responses: 10 points 11 to 15 responses: 15 points 16+ responses: 20 points	<b>20</b>	
<b>R3</b>	Navigator (Small Vessel Operator Proficiency (SVOP)/Marine Emergency Duties (MED), etc.) with supporting certificates	<b>3</b>	
<b>R4</b>	Maritime work experience (containment and/or recovery of oil <u>on water</u> /clean-up).	<b>3</b>	
<b>R5</b>	Experience working with Oil Handling Facilities (OHF)	<b>9</b>	
<b>R6</b>	Experience in waste management.	<b>6</b>	
<b>Total:</b>		<b>40</b>	

**SELECTION METHOD**

Please take note that the financial evaluation of the proposal will be exclusively based upon the information provided in Appendix B-2, Table A-1, Personnel and Administrative Rates.

**THE HIGHEST COMBINED POINTS ON THE MERIT OF TECHNICAL ASPECTS AND PRICE**

The compliant tenderer with the highest combined rated criteria points (60%) and price (40%) shall be selected as the best value supplier. Below is an example of the highest combined points on the merit of technical aspects and price:

Determining best value

	Tenderer 1	Tenderer 2	Tenderer 3
Rated Criteria Points	80	90	95*
Per Diem Rate	\$700**	\$725	\$975
Calculation			
	Technical Points	Rated Price Points	Total de points
Tenderer 1	$80/95^* \times 60\% = 50.5$	$700^{**}/700 \times 40\% = 40$	$33.7 + 60 = 90.5$
Tenderer 2	$90/95^* \times 60\% = 56.8$	$700^{**}/725 \times 40\% = 38.6$	$56.8 + 38.6 = 95.4$
Tenderer 3	$95/95^* \times 60\% = 60$	$700^{**}/975 \times 40\% = 28.7$	$60 + 28.7 = 88.7$
* Represents the highest technical score.			
** Represents the lowest priced proposal.			
Scenario: The highest technical score and lowest price proposal receive full rated percentage, and other proposals are pro-rated accordingly.			
The Successful Tenderer is the Tenderer who obtains the highest score determined by adding the technical points and price points.			
Based on the above calculation, a contract would be awarded to Tenderer 2.			

## **APPENDIX “E”**

### **INSTRUCTIONS TO TENDERERS**

#### **1. DEFINITIONS**

In the Call for Tenders

- 1.1. The terms Offer, 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 appointed representatives appointed for the purpose of the tendering process.
- 1.3. “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 Letter of Invitation. 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 will be opened in public at a location specified in the Call for Tenders as soon as possible after Closing Time, unless specific instructions to the contrary regarding tender opening are included in the Call for Tenders.
- 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. 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.

#### 5. TENDER SECURITY

- 5.1. If specified in the Call for Tenders, the Tenderer will provide tender security, at the Tenderer's own cost, in accordance with the document entitled "Tender Security Requirements."
- 5.2. 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 section 7 below.

#### 6. CONTRACT SECURITY

- 6.1. If specified in the Call for Tenders, 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."
- 6.2. Where contract security is a requirement, all tenders **must be** accompanied by evidence from a bank, financial institution or a surety firm that the required contract security will be provided upon notification of contract award to the successful Tenderer.

#### 7. INSURANCE

- 7.1. If specified in the Call for Tenders, the successful Tenderer will provide contract insurance, at the Tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled "Insurance Conditions."
- 7.2. Where insurance is a requirement, all tenders **must be** accompanied by confirmation from the Tenderer's insurance firm that the required insurance will be available upon contract award.



## 8. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 8.1. 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**.

## 9. TENDER VALIDITY PERIOD

- 9.1 Unless otherwise specified in the Call for Tenders, tenders are to remain firm and in effect for sixty (60) days following the closing time.
- 9.2 Notwithstanding subsection 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.
- 9.3 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 notice referred to hereinabove, the Tenderer shall be deemed to have accepted the extension referred to in the notice.

## 10. INCOMPLETE TENDERS

- 11.1. Incomplete or conditional tenders **will be** rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Call for Tenders **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.

## **11. REFERENCES**

11.1. 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.

## **12. CONDITIONS OF AWARD**

12.1. The Department is not obligated to accept the lowest or any of the tenders.

## **13. RIGHTS OF CANADA**

14.1 Canada reserves the right to:

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

**APPENDIX F  
SECURITY REQUIREMENTS**

The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada (PWGSC).

The Contractor's personnel must each hold a valid RELIABILITY STATUS, granted by the CISD, PWGSC. The Contractor's personnel **MUST NOT** remove any PROTECTED or CLASSIFIED information or property from the workplace.

The Contractor and its employees **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED or CLASSIFIED information.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of Fisheries and Oceans Canada.

The Contractor must comply with the provisions of the:

- SRCL completed for the identified contract;
- Industrial Security Manual (latest edition).

## APPENDIX I

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity\*, as a precondition to the validation of their bids. Your organization is covered by this program:

**1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$1,000,000 OR MORE AND;**

**2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

\*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

### PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUMISSIONNAIRES

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi\* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

**1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 1 000 000,00\$ OU PLUS ET**

**2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

\*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.  
 TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.  
 SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED  
 DOUBLE DE L' ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

CERTIFICATE NUMBER IS  
 LE NUMÉRO OFFICIEL DE L' ATTESTATION EST \_\_\_\_\_

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:  
 LE PROGRAMME NE S' APPLIQUE PAS POUR LES RAISONS SUIVANTES:

BID IS LESS THAN \$1,000,000;  
 LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 1 000 000,00 \$;

THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;  
 VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;

THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.  
 VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION \_\_\_\_\_  
 NOM ET ADRESSE DE L'ORGANISATION \_\_\_\_\_  
 \_\_\_\_\_

**FEDERAL CONTRACTORS PROGRAM**

**INFORMATION FOR SUPPLIERS AND CONTRACTORS**

**OBJECTIVE**

The objective of the Federal Contractors Program (FCP) is to ensure that goods and services suppliers who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the *Employment Equity Act*.

**DESCRIPTION**

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more; and
- are bidding on contracts valued at \$1,000,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their tender. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC), Labour.

Once a supplier's tender for a contract has been accepted and meets the above requirements, the supplier becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

## REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

## PROGRAM OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance review

The date that each step is implemented depends upon individual circumstances and is not prescribed by the program.

### Step 1: Certification

Organizations that have a national workforce of 100 employees or more and who have received or wish to bid on federal government contracts valued at \$1,000,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

### Step 2: Implementation

Upon having been awarded a federal government contract valued at \$1,000,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation.

Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training, and promotion;
- Introduction of special measures and the establishment of goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis;

- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

### Step 3: Compliance review

In-depth compliance reviews will be conducted by HRDC Labour officers to:

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months. When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

### APPEALS AND SANCTIONS

The Contractor has the right to appeal an unfavourable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour.

In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

### FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation give contractors a framework that helps them to plan and implement an effective employment equity program in their organization. **The brief descriptions below of each of the criteria are provided for information only.** For a detailed description of the criteria, please see the *Federal Contractors Program - Criteria for Implementation* at the following HRDC website:

<http://www.hrsdc.gc.ca/eng/labour/publications/equality/myths.shtml>

#### Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about:

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

**Criterion 2: Assignment of Senior Official to be Responsible for Employment Equity**

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to:

- demonstrate the commitment among senior management to employment equity;
- select staff members to form an Employment Equity Committee;
- encourage union representatives to participate in the process; and
- ensure that the other 10 Federal Contractors Program (FCP) Criteria for Implementation are carried out with the support of the above-noted individuals.

**Criterion 3: Collection of Workforce Information**

Contractors can fulfill this criterion by collecting and recording data for all employees and each of the designated group members. The data to be collected includes:

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;
- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

**Criterion 4: Workforce Analysis**

Contractors can fulfill this criterion by:

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

**Criterion 5: Employment Systems Review**

Contractors can fulfill this criterion by:

- analyzing the hiring, promotions and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies, and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

**Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing:

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).



**Criterion 7: Development of an Employment Equity Plan**

Contractors can fulfill this criterion by developing, implementing, and revising an *Employment Equity Plan* that meets all of the FCP Criteria for Implementation. The objective of the Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or groups within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

**Criterion 8: Adoption of Positive Policies and Reasonable Accommodation**

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

**Criterion 9: Establishment of a Positive Work Environment**

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

**Criterion 10: Adoption of Monitoring Procedures**

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

**Criterion 11: Authorization to Enter Premises**

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

Développement des ressources  
humaines Canada

Human Resources  
Development Canada

Direction générale du travail

Labour Branch

Programme de contrats fédéraux

Federal Contractors Program

FOR DEPARTMENTAL USE Certificate #

**Certificate of Commitment  
to Implement Employment Equity**

ORGANIZATION			
Legal name of organization		Parent firm is located outside Canada	
Operating name (if different than legal name)		Yes	No
Type of industry (sector, purpose, etc.)		Total No. of employees in Canada (full-time/part-time) ▶	
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal code
	Telephone		Fax:
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
<p>The above-named organization:</p> <ul style="list-style-type: none"> <li>• having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada; <b>AND</b></li> <li>• intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$1,000,000.00 or more;</li> </ul> <p>hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.</p>			
SIGNATORY			
<p><b>NOTE:</b> If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position <b>with the authority to implement Employment Equity in the organization.</b></p>			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>• You must include the <i>signed original</i> of this form with your tender.</li> <li>• You must also fax a copy of the signed form to Labour Branch, at 819-953-8768.</li> </ul>			

### **Criteria for Implementation**

1. Communication of Employment Equity to Employees.
2. Assignment of Senior Official to be Responsible for Employment Equity.
3. Collection of Workforce Information.
4. Workforce Analysis.
5. Employment Systems Review.
6. Establishment of Goals.
7. Development of an *Employment Equity Plan*.
8. Adoption of Positive Policies and Reasonable Accommodation.
9. Establishment of a Positive Work Environment.
10. Adoption of Monitoring Procedures.
11. Authorization to Enter Premises.

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.