



Environment Environnement  
Canada Canada

Matériel Management - Pacific & Yukon Region  
#201 - 401 Burrard Street  
Vancouver, B.C. V6C 3S5

Request for Proposal No. K8F13-14-0010

MARINE WATER SAMPLING – CENTRAL COAST, B.C.

Dear Bidders,

*Environment Canada* has a requirement for the services described in the attached **STATEMENT OF WORK** (Appendix 5.) You are invited to submit a proposal to fulfill this requirement.

If you are interested in providing this requirement, please submit your proposal by *e-mail* or *facsimile* no later than **10:00 Hours (Pacific Time) on Tuesday, August 5, 2014** to:

**Contracting Authority:**

Angelina Garcia  
Matériel Management Officer  
Environment Canada  
Matériel Management  
#201 - 401 Burrard Street  
Vancouver, B.C. V6C 3S5

**Contact Information:**

Email: angelina.garcia@ec.gc.ca  
Phone: (604) 664-9114  
Facsimile: (604) 713-9867

It is the Bidder's responsibility to ensure their complete understanding of the requirements and instructions specified by Environment Canada. In the event that clarification is needed, please contact the Contracting Authority listed above.

Sincerely,

ANGELINA GARCIA  
Matériel Management Officer

**Attachments:**

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation and resulting contract document is divided into seven parts plus appendices and attachments, as follows:

- Part 1 General Information: provides general description of the requirement
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection
- Part 5 Certifications and Other Requirements: includes the certifications and documents to be provided
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

The following Appendices are included:

- Appendix 1 – 2003 Clauses for Competitive Solicitation
- Appendix 2 – Evaluation and Selection Criteria
- Appendix 3 – Certifications
- Appendix 4 – Resulting Contract Clauses / 2035 General Conditions for High Complexity Services
- Appendix 5 – Statement of Work
- Appendix 6 – Basis of Payment and Invoicing Instructions

### 2. Summary

#### 2.1 The Requirement

Canada is seeking to establish a contract for marine water sampling for the Southern Coast, B.C. as defined in Appendix 5 - Statement of Work, for 1 year plus renewal option of two (2) one-year periods.

#### 2.2 Requirement reserved from International Trade Agreements

This procurement is set aside from the North American Free Trade Agreement (NAFTA) under Annex 1001.2b, Article 1(d); and World Trade Organization - Agreement on Government Procurement (WTO-AGP) under Appendix 1, article 1(d).

#### 2.3 Closing Date

The solicitation period closes on August 5, 2014, 10:00 hours, PST

### 3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### 4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

- 1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.
- 1.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

Appendix 1 details the 2003 (2010-10-07) Standard Instructions - Goods or Services for Competitive Solicitations and is incorporated by reference into and form part of the bid solicitation document.

Appendix 4 details the 2035 (2010-08-16) General Conditions - Services for High Complexity Contracts and is incorporated by reference into and form part of the bid solicitation document.

### 2. Submission of Bids

Bids must be submitted only to

Environment Canada  
201 – 401 Burrard Street  
Vancouver, BC V6C 3S5

by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.

### 3. Enquiries - Bid Solicitation

- 3.1 All enquiries or issues on this bid solicitation must be submitted in writing (by email or facsimile) to the Contracting Authority as early as possible in the solicitation process. Enquiries must be received no later than July 14, 2014 to EC to respond no later than July 17, 2014. Enquiries received after July 14 may not be answered prior to the Closing Date.
- 3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.
- 3.3 Unedited questions may be distributed, so care should be taken in forming the questions so as not to divulge methodologies and other information that the Bidder would not want released.
- 3.4 To ensure consistency and quality of information, the Contracting Authority will give notice to all Bidders, in the same manner as this RFP, of any significant information on questions pooled from Bidders and corresponding EC responses.
- 3.5 All enquiries and other communications with employees throughout the solicitation period shall be directed ONLY to the Contracting Authority named above. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

### 4. Applicable Laws

- 4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia, Canada.
- 4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Package**

1.1 Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid 3 hard copies
- Section II: Financial Bid 1 hard copy
- Section III: Certifications 1 hard copy each certification

1.2 Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

1.3 Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper, duplex printed on 30% recycled paper, Bids are to be submitted stapled only, no other kind of binding (e.g. Binders, duo tangs, plastic protectors) is needed; and
- (b) use a numbering system that corresponds to the bid solicitation.

### **2. Section I: Technical Bid**

- 2.1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 2.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Appendix 2 - Evaluation and Selection Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

### **3. Section II: Financial Bid**

- 3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Offer of Services form detailed in Appendix 2, Attachment 2. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- 3.2 When preparing their financial bid, bidders should review Appendix 6 - Basis of Payment which details payment and invoicing instructions.
- 3.3 Bidders should include the following information in their financial bid:
  - 1 Their legal name;
  - 2 Their Procurement Business Number (PBN); and
  - 3 The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
    - a) their bid; and
    - b) any contract that may result from their bid.

### **4. Section III: Certifications**

Bidders must submit the certifications required under Appendix 3.

See also related text on Part 5 – Certifications of this document.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory, technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

- (a) The bid must meet the mandatory technical criteria specified in Appendix 2. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

##### 1.1.2 Point Rated Technical Criteria

- (a) Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table in Appendix 2.
- (b) Bids which fail to obtain the required minimum number of points (49 of 65 points or 75%) specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.
- (c) Point-rated technical criteria not addressed will be given a score of zero.

#### 1.2 Financial Evaluation

- 1.2.2 For bid evaluation and contractor(s) selection purposes, only the evaluated price of a bid will be determined in accordance with the Offer of Services (Attachment 2).

### 2. Basis of Selection

#### 2.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

- 2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points (49 out of 65 points or 75) for the point rated technical criteria.

- 2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

- 2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) :  $PS_i = LP / P_i \times 30\%$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

- 2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70\%$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in **Appendix 2** determined as follows: total number of points obtained / maximum number of points available.

- 2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$

- 2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive with the lowest evaluated price will be recommended for award of a contract.

2.1.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>58</b>	<b>52</b>	<b>62</b>
<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$55,000</b>	<b>C\$50,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$58 / 65^* \times 70 = 62.40$	$50\,000 / 60\,000 \times 30 = 25.00$	87.40
<b>Bidder 2</b>	$52 / 65 \times 70 = 56.00$	$50\,000 / 55\,000 \times 30 = 27.27$	83.27
<b>Bidder 3</b>	$62 / 65 \times 70 = 66.70$	$50\,000^{**} / 50\,000 \times 30 = 30.00$	96.70

\* Highest technical score

\*\* Lowest price proposal

Award to Bid #3 (highest total score considering technical and financial proposals)

Note: The above is only an example to show mathematically how the relationship between technical and pricing will be handled. The prices do not represent and estimate of the costs associated with this particular requirement.

## **PART 5 - CERTIFICATIONS**

1. Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Appendix 3 of their bid.
2. Compliance with the certifications bidders provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **3. Certifications Required with the Bid**

Bidders must submit as part of their bid the certifications included in Appendix 3, Certifications Required with the Bid, duly completed.

### **4. Certifications Precedent to Contract Award**

The certifications included in Appendix 3, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Appendix 5.

## 2. Minimum Work Guarantee

2.1 In this clause,

"Maximum Contract Value" means the amount specified in paragraph \_\_\_\_ [Insert the same number as included for this paragraph at clause 6.2 below], Canada's Total Liability - Cumulative Total of all Approved Task Authorizations, of clause 6.2 of the Contract, Canada's Total Liability; and

"Minimum Contract Value" means 50% of the Maximum Contract Value.

2.2 The Contractor must perform the Work described in the Contract as and when requested by Canada during the period of the Contract. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with the resulting Basis of Payment outlined in Appendix 6. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

2.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested.

2.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 3. Resulting Contract Standard Clauses and Conditions

3.1 All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Appendix 4 details the 2035 (2010-08-16) General Conditions - Services for High Complexity Contracts and is incorporated by reference into and form part of the bid solicitation document.

## 4. Term of Contract

The period of the Contract is from October 1, 2014 to September 30, 2015 inclusive.

### 4.1 Period of Contract

The period of the Contract is from October 1, 2014 to September 30, 2015 inclusive.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix 6 - Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 4.3 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: ANGELINA GARCIA  
Title: Materiel Management Officer  
Organization: Environnement Canada  
Address: 201 – 401 Burrard St., Vancouver, BC V6C 3S5  
Tel: 604-664-9114  
Fax: 604-7139867  
E-mail: Angelina.garcia@ec.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: Marine Water Quality Monitoring Unit – Pacific & Yukon  
Pacific Environmental Science Centre  
Organization: Environment Canada  
Address: 2645 Dollarton Highway, North Vancouver, BC V7H 1B1  
Tel: 604-903-4425  
Fax: 604-903-4423

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

## 6. Payment

### 6.1 Basis of Payment

For the Work described in Appendix 5 – Statement of Work, this basis of payment applies:

#### A. Professional Fees

The Contractor will be paid or reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix 6, to a ceiling price of \$ \_\_\_\_\_ (*insert amount at contract award*). Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

#### **C6000C (2007/05/25) Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### B. Canada will not accept any travel and living expenses for:

- a) Work performed outside the Central Coast sampling area sites outlined in the document.
- b) Any travel between the Contractor's place of business and the Central coast sampling area sites; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

#### C. Other Charges

- a) In the event that sampling is suspended due to mechanical breakdown, Canada will be charged only for days worked.

- b) In the event that sampling has been suspended due to mechanical breakdown, Canada will be charged only for days worked.
- c) In the event the Canada requires additional sampling, Canada will be charged regular hourly rates based on Personnel Costs provided herein.
- d) Delivery cost of samples from initial destination to a designated laboratory in Vancouver will be borne by Canada. In the event that due a remote location, a Canada shipping account is not available, cost of shipping the samples to the designated laboratory shall be reimbursed at cost by Canada.

**D, Option to Extend the Contract**

During the extended period of the Contract specified below, to perform all the Work in relation to the Contract extension, the Contractor will be paid the firm price specified below. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Extended Contract Period from _____ to _____	Firm Price of \$ _____
Extended Contract Period from _____ to _____	Firm Price of \$ _____

Please see Appendix 6 for resulting Basis of Payment and Invoicing Instructions.

**6.2 Method of Payment**

- 1. The Contractor shall be paid following the submission of invoice(s) and upon acceptance by the Departmental Representative for the services rendered/deliverable received and in accordance with the terms described herein.
- 2. The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

**6.3 Invoicing Instructions**

- 1. Invoices are to be submitted to the contracting authority in duplicate quoting all the applicable contract numbers.
- 2. Unless otherwise specified in this order, payment will only be made in Canadian funds 30 days following presentation of invoices or progress claim forms or within 30 days of delivery of the services, construction or repairs, whichever is later.
- 3. Her Majesty shall be liable to pay without demand from the contractor simple interest at the average daily Bank of Canada rate for the month preceding the current month, plus 3 percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusive. Interest shall only be paid when Her Majesty is responsible for the delay in paying the Contractor. In the event her Majesty is not responsible for the delay in paying the Contractor, no interest shall be paid.
- 4. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is, unless otherwise indicated herein, excluded from the Contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of the introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST or HST paid or due to the Canada Revenue Agency. All invoices submitted containing the GST or HST will list the GST or HST as a separate item or contain a statement that the GST or HST is included in the invoice price.

**7. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of British Columbia, Canada.

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 –Services (2010-08-16);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ [insert date of bid], [if the bid was clarified or amended , or both insert at time of contact award, as applicable], as clarified on \_\_\_\_\_ "and", as amended on \_\_\_\_\_ [insert date(s) of amendment(s) if applicable]

## 10. Canadian and Foreign Contractors

### 10.1 A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 10.2 A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Appendix 3 - Certifications. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## APPENDIX 1

### 2003 (2010/08/16) - STANDARD INSTRUCTIONS FOR COMPETITIVE SOLICITATION

#### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

- 01 Code of Conduct for Procurement
- 02 Procurement Business Number
- 03 Standard Instructions, Clauses and Conditions
- 04 Definition of Bidder
- 05 Submission of Bids
- 06 Late Bids
- 07 Delayed Bids
- 08 Transmission by Facsimile
- 09 Customs Clearance
- 10 Legal Capacity
- 11 Rights of Canada
- 12 Rejection of Bid
- 13 Communications - Solicitation Period
- 14 Price Justification
- 15 Bid Costs
- 16 Conduct of Evaluation
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- 18 Conflict of Interest - Unfair Advantage
- 19 Entire Requirement
- 20 Further Information

#### 01 Code of Conduct for Procurement

1. To comply with the Code of Conduct for Procurement, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
  - (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services.
2. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

*Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud committed against Her Majesty) or Section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.*
4. For the purpose of this section, business concerns, organizations or individuals are Bidder's Affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.

5. Except in the limited circumstances set out in subsection 6 below, the Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. Subsection 5 has no application in the circumstances where a bidder has pled guilty of an offence contemplated in Section 01, 1. (b) and the Bidder has provided with its bid an assurance from the Competition Bureau of Canada indicating that the Bidder has been granted leniency, or in the circumstances where the Bidder provides documentation from the National Parole Board that the Bidder has obtained a criminal pardon in relation to such offence.
7. The Bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of any resulting contract arising from this bid solicitation.

## **02 Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **03 Standard Instructions, Clauses and Conditions**

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

## **04 Definition of Bidder**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

## **05 Submission of Bids**

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Section 17.
2. It is the Bidder's responsibility to:
  - (a) obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the bid solicitation;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in Section 08;
  - (e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.

4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

#### **06 Late Bids**

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

#### **07 Delayed Bids**

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- (a) a CPC cancellation date stamp; or
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

2. For bids transmitted by facsimile, only the date, time and place of receipt recorded by PWGSC will be accepted as evidence of a delayed bid.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **08 Transmission by Facsimile**

1. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
2. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - (a) receipt of garbled or incomplete bid;
  - (b) availability or condition of the receiving facsimile equipment;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the bid;
  - (e) failure of the Bidder to properly identify the bid;
  - (f) illegibility of the bid; or
  - (g) security of bid data.

3. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05. The complete bid must be received by the bid closing date and time.

#### **09 Customs Clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under Section 07.

#### **10 Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

#### **11 Rights of Canada**

Canada reserves the right to:

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

#### **12 Rejection of Bid**

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the requirement;
  - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - (c) with respect to current or prior transactions with the Government of Canada
    - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
    - (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - (iv) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (c), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

### **13 Communications - Solicitation Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

### **14 Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

### **15 Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### **16 Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - (c) request, before award of any contract, specific information with respect to bidders' legal status;
  - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.



## 17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the Procurement Business Number of each member of the joint venture;
  - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## 18 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 19 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## 20 Further Information

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

## APPENDIX 2

### EVALUATION AND SELECTION CRITERIA

#### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

###### A. Certifications Required with the Bid

Federal Contractors Program

Status and Availability of Resources

###### If using boats:

1. Contractor must be able to provide at least one boat per sample day with both a boat operator and an EC-trained sampler on board. As a back up, the contractor should have the flexibility and ability to provide a third boat, also with a boat operator and an EC-trained sampler to replace an EC boat run when needed.
2. Vessel must each be equipped with a GPS chart plotter, VHF radio, a depth sounder, and safety equipment required by Canadian Coast Guard. Vessel will also need to carry a GPS relay tracking unit provided by the contractor capable to reply sampling progress to EC.
3. Vessels must be capable of sampling waters as shallow as 1 meter.
4. Boat engines must be capable of speeds sufficient to cover the sampling area within a maximum of 6 hours.
5. Boats and crews must be available on each designated sampling period, and must be prepared to begin the sampling day at the times specified by EC.

###### If using a float-equipped aircraft:

1. Contractor must be able to provide a float-equipped aircraft. Pilot must have a minimum 1,000 hrs on type of aircraft. An EC-trained sampler needs to accompany the pilot on each sampling run.
2. Aircraft must each be equipped with a GPS relay tracking unit provided by the Contractor capable to relay sampling progress to EC, as well as safety equipment required by the Transportation Safety Board.
3. Aircraft must be capable of sampling waters as shallow as 1 meter.
4. Aircraft must be capable of speeds sufficient to cover a sampling zone within a maximum of 4 hours.
5. Aircraft and crew must be available on each designated sampling period, and must be prepared to begin the sampling day at the times specified by EC.

Education and Experience

1. Current certification for small vessel operator proficiency
2. Current certification for marine first aid, basic certificate or equivalent

Current Workers Compensation Certification- Letter of Good Standing

Certification on Non-Conviction of Criminal Offence

Former Public Servant Certification – Competitive Requirement

###### B. Certifications Precedent to Contract Award

Current Vessel/Aircraft Registration and License with Transport Canada  
Current Vessel/Aircraft Monitoring Inspection Program Certification

Commercial Vessel/Aircraft Insurance Policy – All Risk Coverage  
Commercial Liability Insurance Policy – All Risk Coverage

**1.1.2 Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points 49 out of 65 points or 75% specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point-rated technical criteria not addressed will be given a score of zero.

CRITERIA	No. of Points	Rating	Comments
<b>Approach and Methodology</b>			
Understanding of scope and objectives	6		
Appropriateness of approach and methodology proposal	3		
Breakdown of project into logistical tasks	2		
Planning and details of each task	3		
Methods of problem identification and resolution	3		
Realistic estimation of the level of effort required to complete the work	6		
<b>Total</b>	<b>23</b>		
<b>Training and Experience</b>			
Suitability of educational background of assigned personnel	2		
Relevant training and experience of assigned personnel	2		
Corporate experience in projects of a similar nature	6		
<b>Total</b>	<b>10</b>		
<b>Project organization</b>			
Overall organization of project team	3		
Overall organization of the work plan	3		
Availability of assigned personnel, equipment and adequate backup	6		
Allocation of personnel for most effective use	2		
Detailed schedule and time table	3		
<b>Total</b>	<b>17</b>		
<b>Overall Proposal</b>			
Demonstrated original and innovative ideas	3		
Potential for successful completion of the work based on strategy	6		
Addresses all requirements in the RFP	6		
<b>Total</b>	<b>15</b>		
	<b>65</b>		

**1.2 Financial Evaluation**

**1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2.

**2. Basis of Selection**
**2.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>58</b>	<b>52</b>	<b>62</b>
<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$55,000</b>	<b>C\$50,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$58 / 65^* \times 70 = 62.40$	$50\ 000 / 60\ 000 \times 30 = 25.00$	87.40
<b>Bidder 2</b>	$52 / 65 \times 70 = 56.00$	$50\ 000 / 55\ 000 \times 30 = 27.27$	83.27
<b>Bidder 3</b>	$62 / 65 \times 70 = 66.70$	$50\ 000^{**} / 50\ 000 \times 30 = 30.00$	96.70

\* Highest technical score

\*\* Lowest price proposal

Award to Bid #3 (highest total score considering technical and financial proposals)

Note: The above is only an example to show mathematically how the relationship between technical and pricing will be handled. The prices do not represent and estimate of the costs associated with this particular requirement.

**ATTACHMENT 2  
 OFFER OF SERVICES**

1. Offer submitted by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Print or type complete Business or Corporate name and address)

2. I (We) the undersigned hereby offer to Environment Canada, referred to as EC, to furnish all necessary expertise, supervision, materials, vehicles, equipment and other things necessary to complete to the entire satisfaction of EC, the work described in the Request for Proposal according to the terms and conditions of the Department's Service Contract for the following prices (GST extra, if applicable):

2.1 **Annual Sampling Costs:** Total \$ \_\_\_\_\_

This is a breakdown of the tendered amount for Professional Services. (Although detailed price support for the rates is not requested at this time, be prepared to provide it if asked.)

Proposals are to include the projected costs to collect all 294 samples under the contact (147 for each sampling period x 2 per year) with costs estimated for an option to renew for 2 additional years. All costs are to be included and be broken down in detail.

Fiscal Year	Total Package ANNUAL Cost
FY 2014-15	
Option year 1 (2015/16)	
Option year 2 (2016/17)	
Total	

The proposal must also include estimates for contingencies within each zone as follows:

- 1) cost to re-sample where partial sampling run was accomplished but work has to be suspended due to unfavorable weather conditions;
- 2) cost to re-sample where partial sampling has to be suspended due to mechanical break-down; and
- 3) cost of extra sampling runs necessary to collect samples missed due to 1) and 2) above.
- 4) additional cost to add up to 5 new marine quality sites in each zone at the request of EC during any given sampling period.

2.2 **Associated Expenses:** (if applicable) Total \$ \_\_\_\_\_

List and breakdown all anticipated associated costs. (i.e. courier, long distance, reproduction, etc.)

2.3 **Travel Expenses:** (if applicable) Total \$ \_\_\_\_\_

Travel expenses are reimbursable at cost, not exceeding the Government Travel Directives posted on Internet Web Site: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp). For those without Internet access, these rates are available on request. These expenses are based upon the following anticipated travel requirement(s):

2.4 **Taxes (GST/GST):** (if applicable) Total \$ \_\_\_\_\_

2.5 **GRAND TOTAL** Total \$ \_\_\_\_\_

3. I (We) agree that the Offer of Services will remain firm for a period of sixty (60) calendar days after the Request for Proposal closing date.
4. Payment for work completed are to be proposed in the proponent's fee proposal. EC reserves the right to negotiate an acceptable payment schedule.
5. I (We) submit the following:
  - a) A PROPOSAL to undertake the work, in accordance with the requirements of EC, as specified;
  - b) A duly completed OFFER OF SERVICES, as required in the Proposal Instructions.
6. It is understood that it shall be a term of any resultant contract that no individual, for who the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions; and that during the term of the contract any persons engaged in the course of 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 which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare immediately to the Departmental Representative.
7. It is understood that persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations as passed by the United Nations. As a result, the Contractor shall not supply and EC will not accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. During the performance of the Contract should the addition of a country to the list of those already sanctioned or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contract, the situation will be treated by the Parties as a force majeure. The Contractor shall immediately inform EC of the situation; the procedures applicable to force majeure shall then apply.
8. Federal Government Departments and Agencies are required to prepare T4-A supplementary tax slips for individuals or businesses engaged through contracts for services.

It is understood that the successful bidder shall provide and certify to be true the following information:

- whether the contractor is an individual, unincorporated business or corporation;
- the legal name of the entity; that is, the name associated with the SIN or Business Number;
- for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the Business Number, or, if applicable the GST number;
- for corporations, the Business Number or, if this is not available, the GST number. If there is no BN or GST number, the T2 Corporation Tax number must be provided.
- As the case applies, provide your:

Business Number \_\_\_\_\_, or S.I.N. \_\_\_\_\_, or  
GST # \_\_\_\_\_, or T2 Corp. Tax # \_\_\_\_\_.

**OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE  
PRESCRIBED COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_,  
in the Province/Territory of \_\_\_\_\_.

\_\_\_\_\_  
Contractor Signature (by Authorized Officer)

\_\_\_\_\_  
Title

APPENDIX 3  
CERTIFICATIONS

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**A. Certifications Required with the Bid**

**1.1 Federal Contractors Program**

1. The Federal Contractors Program (FCP) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 permanent full time, part-time or temporary employees in Canada. Any bid from ineligible contractors will be declared non responsive.

2. If the Bidder does not fall within the exceptions enumerated in 1.1.1 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more, in which case a duly signed certificate of commitment is attached;
- (d)  is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (i.e., has not been declared ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

## 1.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## 1.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

As a minimum, the Contractor must meet the following requirements:

1. Current certification for small vessel operator proficiency
2. Current certification for marine first aid, basic certificate or equivalent

## 1.4 A0285T (2007/05/25) Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## 1.5 Vessel/Aircraft Certification Requirements

As a minimum, the Bidder must meet the following requirements:

### If using boats:

1. Contractor must be able to provide at least one boat per sample day with both a boat operator and an EC-trained sampler on board. As a back up, the contractor should have the flexibility and ability to provide a third boat, also with a boat operator and an EC-trained sampler to replace an EC boat run when needed.
2. Vessel must each be equipped with a GPS chart plotter, VHF radio, a depth sounder, and safety equipment required by Canadian Coast Guard. Vessel will also need to carry a GPS relay tracking unit provided by the contractor capable to relay sampling progress to EC.
3. Vessels must be capable of sampling waters as shallow as 1 meter.
4. Boat engines must be capable of speeds sufficient to cover the sampling area within a maximum of 7 hours.
5. Boats and crews must be available on each designated sampling period, and must be prepared to begin the sampling day at the times specified by EC.

### If using a float-equipped aircraft:

1. Contractor must be able to provide a float-equipped aircraft. Pilot must have a minimum 1,000 hrs on type of aircraft. An EC-trained sampler needs to accompany the pilot on each sampling run.
2. Aircraft must each be equipped with a GPS relay tracking unit provided by the Contractor capable to relay sampling progress to EC, as well as safety equipment required by the Transportation Safety Board.
3. Aircraft must be capable of sampling waters as shallow as 1 meter.
4. Aircraft must be capable of speeds sufficient to cover a sampling zone within a maximum of 4 hours.



5. Aircraft and crew must be available on each designated sampling period, and must be prepared to begin the sampling day at the times specified by EC.

1.6 Suppliers certify, prior to the RFP closing date that neither they nor their administrators have ever been convicted, of an offence under the Canada Labour Code, or under any provincial labour/employment legislation. The supplier will also certify that he has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

#### 1.7 Former Public Servant Certification – Competitive Requirement

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

##### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

##### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

##### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

### **B. Certifications Precedent to Contract Award**

#### **2.1 Vessel Registration, Licensing, Inspection, Insurance**

1. Current Vessel/Aircraft Registration and License with Transport Canada
2. Current Vessel/Aircraft Monitoring Inspection Program Certification
3. Commercial Vessel/Aircraft Insurance Policy – All Risk Coverage
4. Commercial Liability Insurance Policy – All Risk Coverage

#### **2.2 Commercial Liability Insurance Policy – All Risk Coverage**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Sections (a) and (b) below.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

##### **(a) Contractor's Responsibility**

- (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense.

The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.

- (ii) The Contracting Authority reserves the right to request at any time, evidence that the insurance requirements, stipulated herein, are met.

- (iii) The evidence of insurance, if requested, is to be provided in the following manner:

- (i) Certificate(s) of insurance signed by the insurer's underwriter containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements; or
- (ii) A certified true copy of the policy.

##### **(b) Commercial General Liability (CGL)**

- (i) Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$1,000,000** per accident or occurrence and in the annual aggregate.

- (ii) Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (iii) The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (iv) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (v) The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

APPENDIX 4

RESULTING CONTRACT CLAUSES AND CONDITIONS

2035 (2010/08/16) – GENERAL CONDITIONS – SERVICES

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
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- 28 Suspension of the Work
- 29 Default by the Contractor
- 30 Termination for Convenience
- 31 Accounts and Audit
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- 33 Notice
- 34 Conflict of Interest and Values and Ethics Codes for the Public Service
- 35 No Bribe or Conflict
- 36 Survival
- 37 Severability
- 38 Successors and Assigns
- 39 Contingency Fees
- 40 International Sanctions
- 41 Code of Conduct for Procurement
- 42 Harassment in the Workplace
- 43 Entire Agreement

**2035 01 (2008-05-12) Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and

Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

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

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

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

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

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

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

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

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

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

#### **2035 02 (2008-05-12) Standard Clauses and Conditions**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### **2035 03 (2008-05-12) Powers of Canada**

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

#### **2035 04 (2008-05-12) Status of the Contractor**

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

#### **2035 05 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - (a) perform the Work diligently and efficiently;

- (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - (d) select and employ a sufficient number of qualified people;
  - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
  4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
  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.
  6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
  7. 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.
  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.

**2035 06 (2010-01-11) Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
  - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done

or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

**2035 07 (2008-05-12) Specifications**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

**2035 08 (2008-05-12) Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**2035 09 (2008-05-12) Time of the Essence**

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

**2035 10 (2008-05-12) Excusable Delay**

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

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2035 11 (2008-05-12) Inspection and Acceptance of the Work**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

#### **2035 12 (2008-05-12) Invoice Submission**

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



**2035 13 (2010-08-16) Taxes**

## 1. Municipal Taxes

Municipal Taxes do not apply.

## 2. Provincial Taxes

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

## 3. Changes to Taxes and Duties

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

## 4. GST or HST

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

## 5. Tax Withholding of 15 Percent

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

**2035 14 (2010-01-11) Transportation Costs**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

**2035 15 (2010-01-11) Transportation Carriers' Liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**2035 16 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2035 17 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

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

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

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

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

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

**2035 18 (2008-05-12) Compliance with Applicable Laws**

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

**2035 19 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**2035 20 (2008-05-12) Copyright**

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

**2035 21 (2008-05-12) Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**2035 22 (2008-05-12) Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the 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.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
  6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
  7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are 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. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

**2035 23 (2008-05-12) Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

**2035 24 (2008-05-12) Liability**

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

**2035 25 (2008-05-12) Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: [Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

**2035 26 (2008-05-12) Amendment and Waivers**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

**2035 27 (2008-05-12) Assignment**

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

**2035 28 (2008-05-12) Suspension of the Work**

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 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**2035 29 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

**2035 30 (2008-05-12) Termination for Convenience**

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

**2035 31 (2008-05-12) Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**2035 32 (2008-05-12) Right of Set-off**

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

payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

**2035 33 (2008-05-12) Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

**2035 34 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

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

**2035 35 (2008-05-12) No Bribe or Conflict**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

**2035 36 (2008-05-12) Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

**2035 37 (2008-05-12) Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

**2035 38 (2008-05-12) Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

**2035 39 (2008-12-12) Contingency Fees**

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



success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

**2035 40 (2010-01-11) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

**2035 41 (2010-01-11) Code of Conduct for Procurement**

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

**2035 42 (2008-05-12) Harassment in the Workplace**

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

**2035 43 (2008-05-12) Entire Agreement**

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

## TITLE

Shellfish Growing Water Sampling Contract – Central Coast of British Columbia

## BACKGROUND

Due to their filtering feeding mechanism, bivalve molluscan shellfish (clams, mussels, oysters, cockles, scallops, geoducks) are susceptible to concentrating deleterious water-borne substances in their meat. Bacteria and viruses are concentrated in high levels in shellfish where growing waters are polluted by sewage. Contaminated shellfish are a public health concern.

The Canadian Shellfish Sanitation Program (CSSP) is jointly administered by the Department of Fisheries and Oceans (DFO), Canadian Food Inspection Agency (CFIA) and Environment Canada (EC). The role of EC's Science & Technology Branch, Marine Water Quality Monitoring is to evaluate the actual and potential sources of fecal contamination through a shoreline sanitary survey, as well as collect surface marine water samples for bacteriological analyses. Fecal coliform concentrations are measured and used as an indicator of sewage contamination. The data for each site is examined and compared to an international standard. Based on marine water quality results, coupled with shoreline sanitary information findings, recommendations are made to the Pacific Region Interdepartmental Shellfish Committee for appropriate classification of the growing waters for the purposes of harvesting shellfish.

For further information about the CSSP, please refer to:  
<http://www.inspection.gc.ca/english/fssa/fispoi/csspccsme.shtml>

In order to maintain classification of an Approved area, two marine samples are collected from each site per year and analyzed for fecal coliforms and salinity content. EC requires the services of a Contractor for the collection of marine water samples at established sites located throughout B.C.'s Central Coast extending from Smith Inlet in the south to Laredo Sound in the north.

## OBJECTIVE

To collect and analyze water samples for fecal coliform and salinity to maintain classification of growing waters of an Approved area

Maps showing the general location of each water sampling site within each of the zones of B.C. Central Coast are provided in Attachment 1 for planning purposes; detailed site locations will be provided to the successful bidder. The work under this contract should be conducted under a single contract.

## THE WORK

The Contractor shall be responsible for the following:

### 1. Collection of Water Samples

For the 2014/2015 fiscal year, two samples will be collected from each sampling site

- one sample collected between October 1 and December 30, 2014 and
- a second sample collected between January 1 and March 31, 2015.

The 147 marine sites are distributed along the coast between Smith Inlet and Laredo Sound as per the maps in the Attachment 1. Samples may be collected by boat(s) or by aircraft equipped with floats.

Water samples must be collected from each marine site according to strict EC sampling/delivery protocols. EC sampling protocols are included in the Attachment 2.

Unfavorable weather conditions can be expected in any of the sampling. Samples shall not be collected under any weather condition that are deemed unsafe or under conditions not considered representative of overlying water quality (e.g., heavy sea conditions resulting in re-suspension of intertidal and subtidal sediments). The boat operators or plane pilot should assess conditions and only attempt the collection when it is deemed safe to collect all samples in a run (as opposed to repeated attempts). Although the decision to suspend a sampling run due to dangerous weather conditions lies with the chief operator, this decision should be made in consultation with the EC Departmental Representative.

## 2. Delivery Requirements of Samples

The samples must be delivered to a CSSP-approved laboratory within 28 hours of first sample collection and the sample temperature upon arrival must be between 1 and 10°C. THESE ARE CRITICAL REQUIREMENTS. New samples will be required from the Contractor if either of these requirements is not met.

Arrangement for sample delivery must be made with the laboratory at least one week in advance. A list of CSSP-approved laboratories is attached in Attachment 3.

Changes in sampling priorities or weather conditions may result in the addition or deletion of some sampling sites or the need for make-up sampling runs.

## 3. Delivery Notification / Communication with Laboratories

The Canadian Shellfish Sanitation Program-approved laboratory chosen for the sample analysis must be notified in advance (preferably one week ahead) to allow for laboratory reagent preparation and scheduling. Prior to samples being shipped, the laboratory and EC must be notified of the time/date when samples will be expected to arrive at the laboratory for analysis to begin.

## 4. Coordination with Environment Canada

The Contractor is expected to be in periodic contact (phone, email, fax or in person) with EC prior to any sampling activities to discuss plans and logistics. The Contractor will need to communicate frequently with the laboratory to confirm sampling progress, delays and times to anticipate samples to arrive. This is a critical requirement.

## 5. Use of Tools and Equipment for Collection and Delivery of Samples

- a. Due to the vast area to sample, the Contractor requires to use either a fast, seaworthy boat (able to cruise at 30 knots) which is also capable of approaching sampling sites in waters as shallow as 1 meter depth or a float equipped aircraft.

### **If using boats:**

Shallow draft runabouts or rigid hull inflatable type boats are best suited. Deep-V cruisers are not suitable for this type of work as the majority of samples sites are located in the intertidal zone. Herring skiffs are also not suitable for this type of work as many sites are in open, exposed areas of the coast. All boats must be equipped with properly functioning equipment including a depth sounder, GPS chart plotter, compass, VHF radio, adequate fuel to collect all the samples within each zone and all the safety equipment required by Canadian Coast Guard. For safety and quality control reasons, each boat will also need to carry a GPS relay tracking unit (i.e. SPOT) provided by the Contractor capable to relay sampling progress to EC.

For reasons of safety, each boat must have 2 crew members: a chief boat operator and a sampler. All chief boat operators must be licensed and be familiar with the sampling areas and with small craft operation on the B.C. coast and be proficient in reading marine charts, radio operation, Pacific coast weather report interpretation and routine boat/motor maintenance. The sampler must be trained by Environment Canada staff on sampling protocols and have a watch for recording sample collection times.

In the event of mechanical break-downs, the chief operator must be capable to expedite repairs or acquire a replacement vessel so that sampling can proceed as scheduled. The sampler is also to be familiar with the above procedures. The Contractor is to be Work Safe B.C. certified with proof of certification or the Contractor will supply Environment Canada with evidence of liability insurance for themselves for the duration of the contract with Environment Canada being named as co-insured.

**If using a float equipped aircraft:**

Environment Canada has successfully collected samples from marine sites utilizing floatplane aircraft over many years and using floatplanes in part or in whole under this contract is an acceptable option. Pilots must have a minimum 1,000 hrs on type of aircraft and the aircraft must be capable of repeat take off and landings in often difficult and remote locations. A sampler will need to accompany the pilot on each sampling run. The sampler must be trained by Environment Canada staff on sampling protocols and have a watch for recording sample collection times. For safety and quality control reasons, each aircraft will also need to carry a GPS relay tracking unit (i.e. SPOT) provided by the Contractor capable to relay sampling progress to EC.

- b. The Contractor will provide the boat or floatplane, approved safety equipment, personal safety clothing and gear and record keeping equipment (field book, pencils, markers) and SPOT GPS sending unit for each vessel/aircraft.
- c. The Contractor is expected to take care of any Crown or third party equipment and is responsible for replacing any damaged or lost equipment caused by its negligence.
- d. The Contractor is to discuss with EC each sampling route they will be taking on each zone using boats or the floatplane, and discuss with EC sample collection and subsequent delivery to the appropriate laboratory logistics.

**PROJECT SCHEDULE**

The order in which the samples are collected will be at the discretion of the Contractor. Sampling periods should be planned to coincide with ebb tides as much as possible.

One surface marine water sample will be collected from each of approximately 147 established water sites (5 zones) during the Fall and a second sample will be collected from these same sites during the late Winter/early Spring (a total 294 samples collected by end of contract). Each of the two sampling periods is broad enough to enable the Contractor to plan the optimal sampling weather window which will result in the highest success in sampling each site.

*Dates:* The first sampling window during which one sample must be collected from each marine site is October 1 to December 31, 2014.  
The second sampling window during which a second sample must be collected from each marine site is January 1 to March, 2015.

*Task:* Contractor boats/floatplane will collect one surface water sample in the Fall of 2014 from each of 147 marine sample sites located between Smith Inlet and Laredo Sound. This water sample collection will be repeated in the Winter/Spring of 2015. All samples are to be delivered to a CSSP-approved laboratory within 28 hours of collection.

*Delivery to Laboratory:* Deliver samples within the prescribed period (28 hours) to a CSSP-approved laboratory listed in Attachment 3. It is preferable for samples to be delivered the same day that they were collected.

*Crew requirements:* A minimum of 2 crew members (1 operator and 1 sampler) is required for each sampling boat and aircraft.

**RESULTING TERM OF THE CONTRACT**

Start Date: October 1, 2014  
End Date: September 30, 2015

**Option to Extend the Contract (Renewal)**

Any resulting contract will contain the following:

The Contractor shall grant to Canada an irrevocable option to extend this Contract for up to an additional two consecutive periods of one (1) year each, under the same terms and conditions; i.e., 2014-15 (contract), 2015-16 (option extension 1), 2016-17 (option extension 2).

Should Canada decide to exercise the option, it will do so by notifying the Contractor, in writing, no later than 15 days prior to the expiry of this Contract or any extension thereof. Although the sites to be sampled within the five sampling zones in option years will be very similar, pricing for option years will be based on the current statement of work.

#### **DELIVERABLES**

- 1) To collect one marine surface water samples from each of 147 marine sites located along the Central Coast between October 1 and December 31, 2014 and to collect a second sample for the same marine site between January 1 and March 31, 2015 according to:
  - EC sampling protocols, and
  - a sample collection schedule established by EC.
- 2) To deliver the above samples (maintained in a cooler between 1 and 10°C) to a CSSP-approved laboratory within 28 hours of the first sample being collected.

#### **CROWN INPUT**

- a. EC personnel will train the designated samplers on proper sample collection techniques. Any changes in sampling personnel must be reported to the Departmental Representative with adequate notice so that training of new samplers can be arranged prior to the survey. Only EC-trained samplers are approved for sample collection. Changes in sampling personnel must be kept to a minimum to ensure continuity in sampling techniques and to minimize delays.
- b. The EC Departmental Representative will meet with the Contractor prior to the first sampling period to discuss work plans and identify personnel undertaking the work and firm up sampling plans, EC training and other logistics.
- c. The CSSP-approved laboratory will provide sterile sample bottles, coolers, and cold packs.
- d. EC will provide all other equipment required for sampling including sampling rods, thermometers, sample site descriptions with coordinates and sampling log sheets.

#### **TRAVEL**

All sampling will be conducted on the Central Coast of British Columbia. Where mobilizing crews and equipment to/from base communities within each sampling zone is deemed necessary, the Contractor will be responsible for the expenses and all the logistics.

#### **ACCEPTANCE CRITERIA**

The Departmental Representative shall accept the work in behalf of the Crown.

#### **HEALTH AND SAFETY**

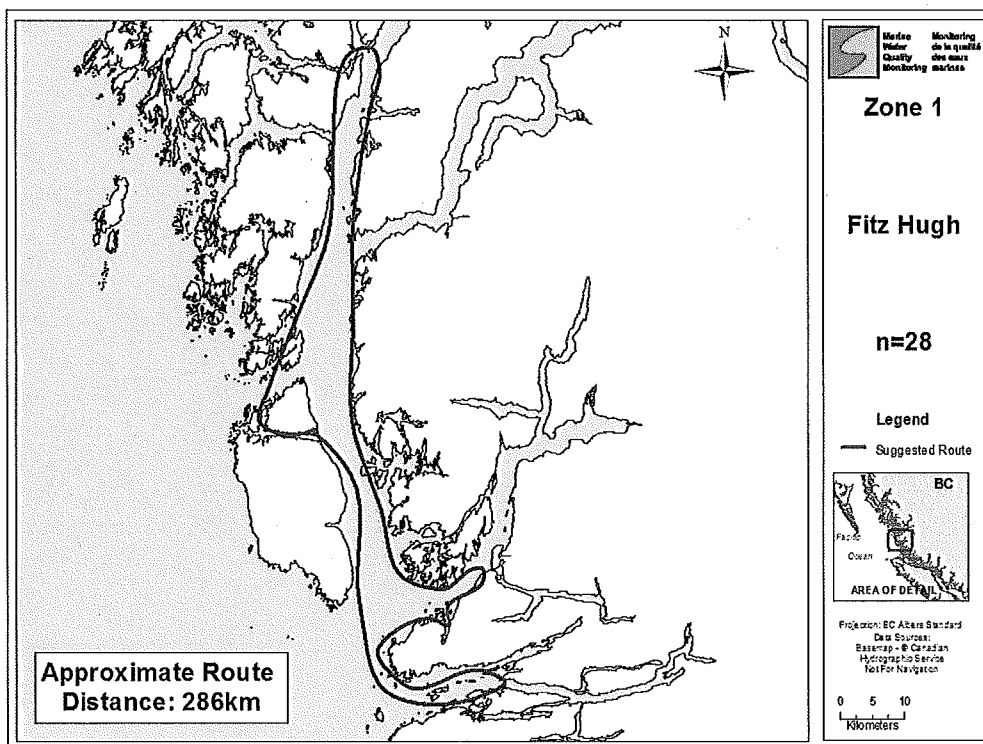
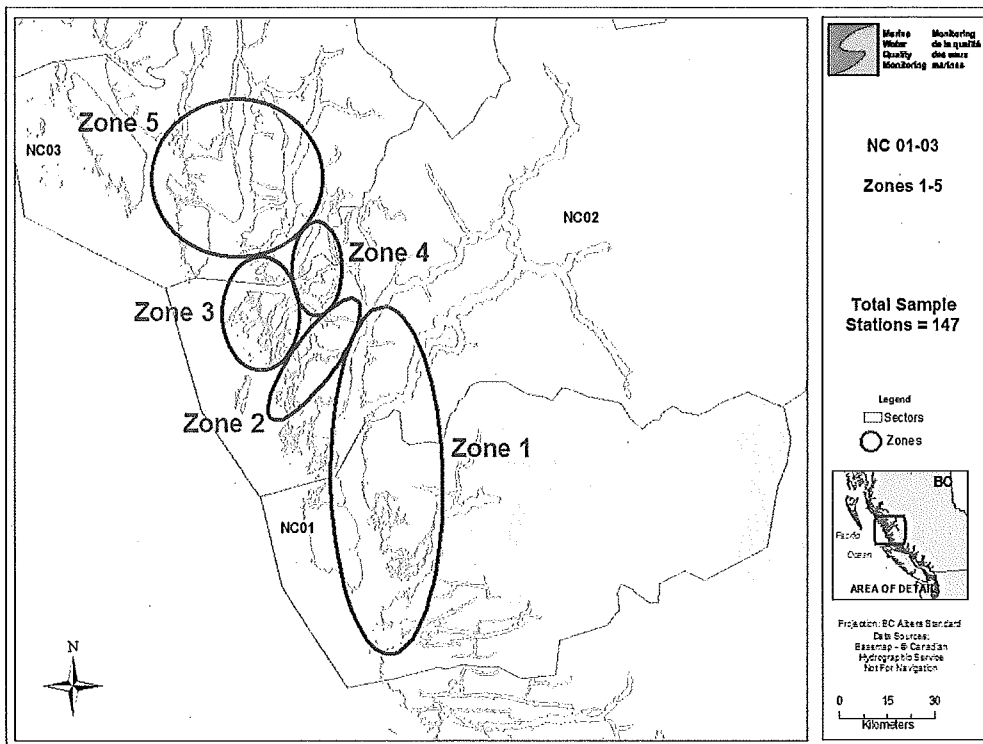
- a. The Contractor must supply the Departmental Representative(s) with proof of a current first aid certificate. All safeguards and procedural practices must be in place to ensure the health and safety of the Contractor and others.
- b. The Contractor will comply with all applicable federal/provincial legislative requirements, including the revised Transport Canada Small Boat Regulations, and industry standards.
- c. The Contractor will follow all applicable health and safety policies and procedures as may be prescribed by the Canadian Coast Guard and Environment Canada.
- d. The Contractor will follow appropriate behavior and practices while working for EC in the public eye – obey all rules of the road.

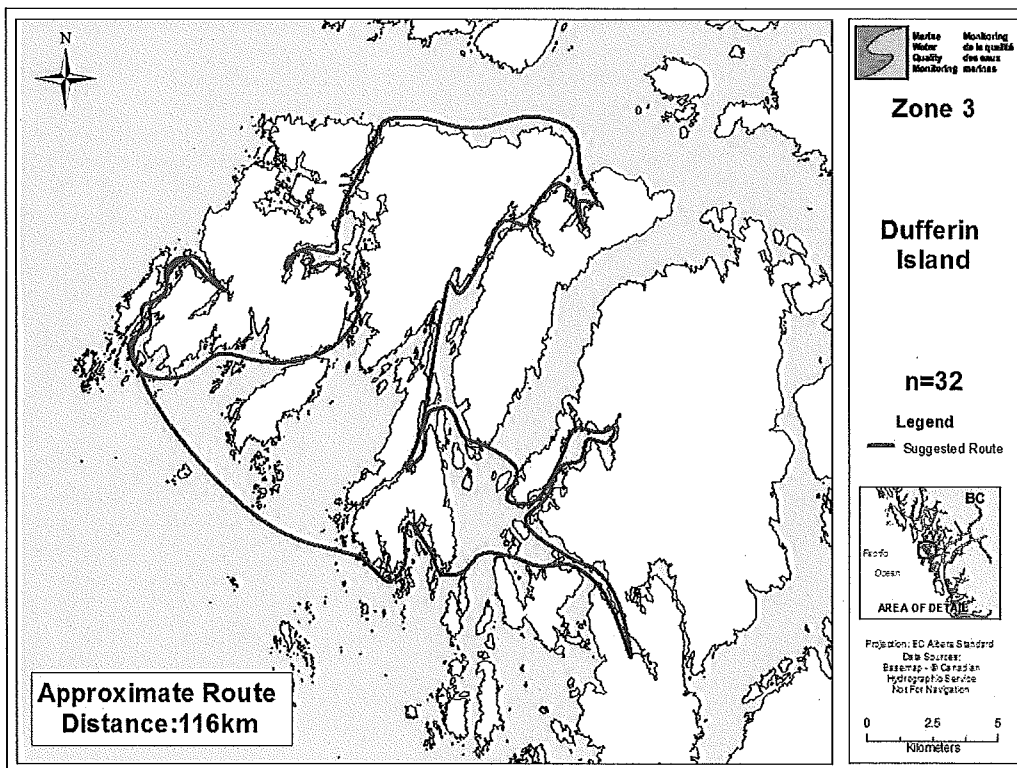
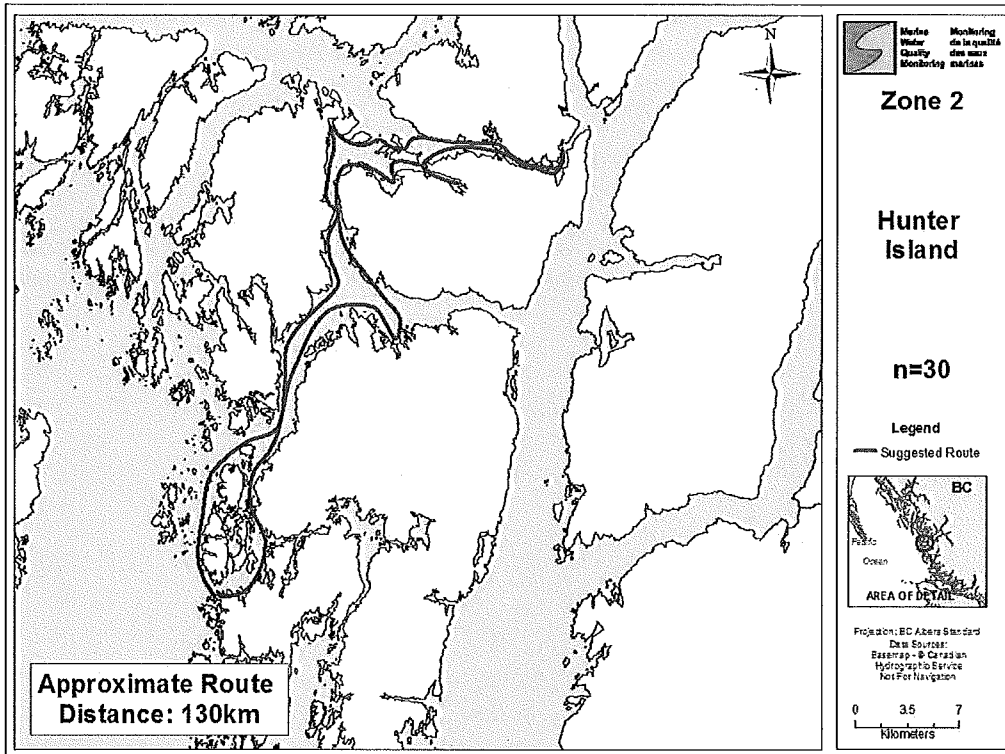
Please see Attachment 4 for Supplementary Health and Safety Conditions which will form part of the contract.

**DEPARTMENTAL REPRESENTATIVE**

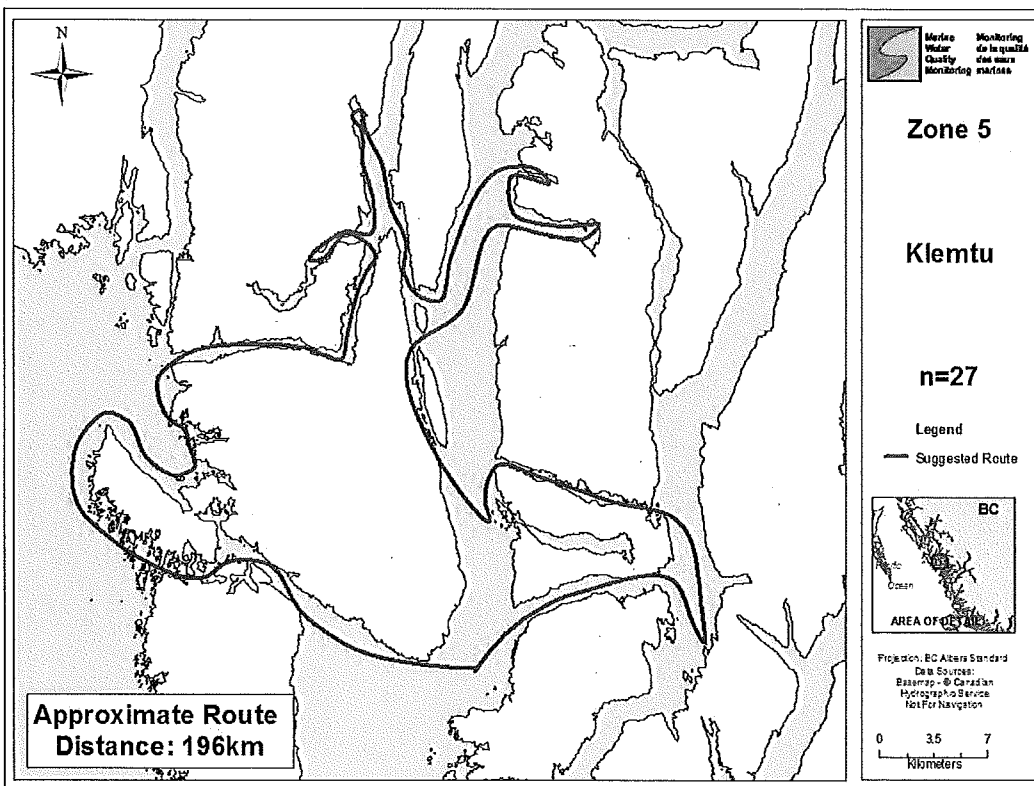
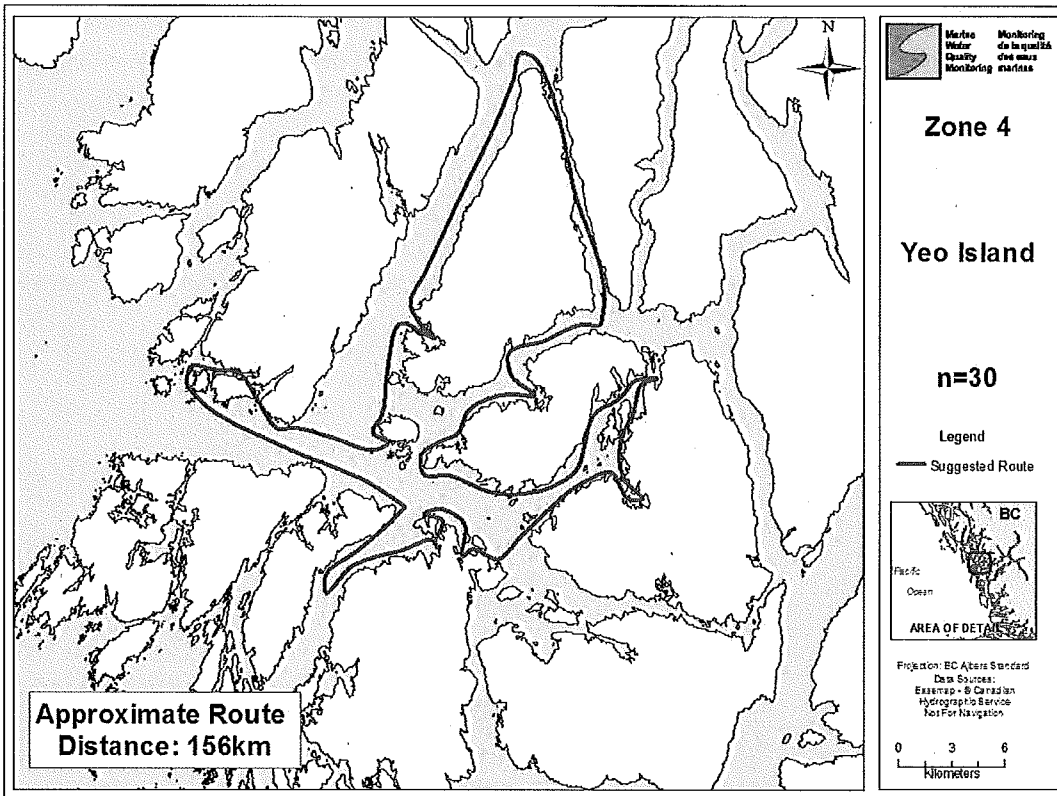
Albert Leung  
Area Coordinator – North Coast  
Marine Water Quality Monitoring  
Pacific Environmental Science Centre  
2645 Dollarton Highway,  
North Vancouver, B.C. V7H 1B1  
Tel: (604) 903-4425  
Fax: (604) 903-4423

ATTACHMENT 1 - EC MARINE SAMPLING MAPS









## ATTACHMENT 2

### EC SAMPLING PROTOCOLS

#### EQUIPMENT REQUIRED (provided by Environment Canada)

- sterile Nalgene 250 ml sample bottles with blank labels
- coolers with bottle-sized partitions
- frozen freeze packs (*no ice*)
- sampling rod
- map showing site locations and numbers
- list of site descriptions with coordinates
- sampling log sheets
- waterproof pens
- pencils
- armour-cased field thermometer

#### MARINE WATER SAMPLING TECHNIQUE

##### 1) Record Keeping

- a. Refer to the map for proper site location and site number (the GPS should only serve to be a guide to the site location unless a sample location deems it necessary to use GPS only)
- b. With indelible ink, label the sample bottle on the paper label (do not write on the lid or the bottle itself) with the following information:

Site ID:	e.g. NC103
Time:	e.g. 1430 hrs (use 24 hour format)
Date	e.g. 14 Oct 2012 (DMY)
Initials	e.g. AL (for Albert Leung)

- c. If a bottle is labeled incorrectly, the recorded time of sampling will assist in correctly numbering the sample. The time is also used to determine the tide stage during sample collection.
- d. Field notes must also be maintained on a separate log sheet (to be provided by EC). These field notes must include: date, time (use 24-hour format), site number or description, the name of the sampler, the weather conditions (on the sampling day and the previous 24 hours, e.g. rain, high winds etc.), the sea state at the time of sampling, and the presence and the number of potential fecal pollution sources (e.g. types of birds, anchored vessels, marine mammals, etc). The date, times, and site numbers in the field notes must match up with the date, times, and site numbers recorded on the bottles.

##### 2) Sampling

All bottles have been pre-sterilized. If the sampler accidentally touches the inside of the bottle or lid, drop them, or in any other way introduce cross-contamination, use a new bottle. Just put an "X" through the label of the discard bottle and put it in the cooler so that it's clear that the bottle is no longer sterile. All sample bottles are reused so please don't throw any away.

- a. Label the bottle and record field observations before approaching sample site.
- b. Slowly approach foreshore until depth is approximately 1 meter. Sample off bow to prevent re-suspended bottom sediments from entering bottle.
- c. Place bottle securely into sampling rod.

- d. Carefully remove the sample bottle cap. Hold cap in a manner to prevent contamination of interior surfaces. Do not put cap down. Remove cap only just before sample is collected. Do not walk around with lid off as contamination may be introduced.
- e. Hold the sampling rod out at arms length, invert the bottle and lower it into the water to a depth of approximately 6 inches; turn the bottle upright and allow it to fill to below the shoulder, remove bottle from water and pour off any excess, and recap. If the sampler suspects a sample is highly contaminated, make note of this on the bottle and in the field notes. The laboratory needs this information in order to run extra dilutions. Try to avoid getting any surface slime or algae inside the bottle.
- f. Place sample bottle upright in cooler. Note the time, etc. on field log sheet.
- g. When first water sample is collected, collect a second sample and label "T.C." (Temperature Control) and the number of the cooler (e.g. T.C. #9). Using the field thermometer, measure the ambient water temperature at the time of collection and record on TC bottle label. Record the temperature and time of TC collection on the log sheet. The temperature of this bottle will again be recorded for QA/QC purposes when the cooler is delivered to the laboratory. Only one T.C. bottle per cooler is needed. Do not take the temperature of any other sample otherwise they will be contaminated.

### 3) Transportation and Delivery

Time of sampling must be considered in order to provide the laboratory with samples during regular business hours. If this is not possible, prior arrangements must be made with the laboratory so that samples are delivered no later than 28 hours of collection.

- a. Store bottles upright in coolers at 1 to 10°C for transportation to laboratory. Ensure cooler lid is securely fastened after every sample.
- b. Samples must be delivered to the laboratory personnel within 28 hours after collection of first sample. Field notes must accompany the bottles.
- c. Laboratory staff must measure temperature of the Temperature Control bottle upon arrival at laboratory.
- d. After delivering samples, take a few minutes to ensure all labels contain correct information. Laboratory staff may not be able to correctly interpret errors if sampling personnel have left.
- e. When cooler is empty, rinse all interior surfaces with disinfectant provided by the laboratory.
- f. If samples are to be collected on consecutive days, the freeze packs must be refrozen each evening, and must be frozen solid before being placed in coolers before each sampling run. Ice must not be used.

**ATTACHMENT 3**

**CONTACT INFORMATION**

Departmental Representatives

Environment Canada  
Science & Technology Branch  
Marine Water Quality Monitoring  
Pacific & Yukon Region

Head	- Walter Hajen	604-903-4475
Area Coordinator	- Albert Leung	604-903-4425

CSSP- approved laboratory Facilities

- 1) EC headquarters laboratory (Pacific Environmental Science Centre)  
Contact: Peter Thompson

Address: 2645 Dollarton Highway  
North Vancouver, B.C. V7H 1B1  
Phone: (604) 903-4428  
Fax: (604) 903-4423

- 2) North Island Laboratories  
Contact: Catherine Black

Address: 2755-B Moray Avenue  
Courtenay, B.C. V9N 8M9  
Phone: (250) 338-7786  
Fax: (250) 338-7553

## ATTACHMENT 4

### SUPPLEMENTARY HEALTH AND SAFETY CONDITIONS

1. The Environment Canada Departmental Representative is responsible for all matters concerning the health and safety conditions under this Contract.
2. The Contractor will comply with the Canada Labour Code, and the Canada Occupational Safety and Health Regulations, provincial/territorial legislative requirements and industry standards.
3. The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.
4. The Contractor and any sub-contractors will follow all applicable health and safety, fire safety, policies and procedures and emergency and security measures of the Government of Canada and Environment Canada.

The Contractor will ensure that the work place activities of the Contractor, the Contractor's employees, the sub-contractor and the sub-contractor's employees do not endanger the health and safety of any person.

5. For work in the Provinces of Alberta and British Columbia:

The Contractor agrees:

- 1) to act as the employer where there is only one employer on the work site, in accordance with the authority having jurisdiction;
- or,
- 2) to accept the role of "prime" Contractor if there are 2 or more employers involved in work at the work site at the same time in accordance with the authority having jurisdiction.

#### 6. WCB Legislation and Liability Insurance

Contractor must have valid, in good standing Workers Compensation Board coverage or General Liability Coverage.

Contractors that are Company owners, and/or self-employed individuals may not be covered by WCB shall provide proof of accident and general liability coverage for Company owners, self-employed individuals, sub-contractors or any personnel carrying out the work, to the Contracting Authority.

#### 7. Sub-Contractors

The Contractor shall not enter into sub-contracts without the prior permission of Environment Canada.

#### 8. Qualifications

Every employee of the Contractor and sub-contractors must be adequately trained, certified and licensed to conduct their work in accordance with prescribed federal, provincial, municipal or industrial standards.

#### 9. Meetings

The Contractor will attend/conduct safety and co-ordination meetings for the purpose of informing all concerned of health and safety hazards at the work site.

#### 10. Protective Devices & Equipment

The Contractor will provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for employees or contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in proper working condition; and are used in the authorized manner when required. Contractor must have hard hat, safety boots, personal flotation devices and first aid kit.

The Contractor will ensure that sub-contractors provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in proper working condition; and are used in the authorized manner when required.

#### 11. Field Operations

The Contractor shall be advised by the Departmental Representative of any particular risks and hazards which may be known or foreseen in the carrying out of work.

#### 12. Task Hazard Analysis

The Contractor acknowledges to have received and read the Task Hazard Analysis attached to this contract:

- a) Travel in Fixed & Rotary-Wing Aircraft
- b) Helicopter Safety
- c) Chainsaw Operations
- d) Digging with Hand Tools
- e) Lifting Objects by Hand
- f) Loading/Unloading Vehicles
- g) Using Non-Powered Hand Tools
- h) Using Powered Hand Tools

#### 13. Work Location/Schedule/Communication

The Contractor shall inform the Departmental Representative if the work is in an isolated geographical location of the scheduled work dates and duration, the number of personnel and the normal and emergency methods of communication.

#### 14. Work Stoppage

The Environment Canada Departmental Authority or Contracting Authority has the right to stop work, if in the opinion of Environment Canada, the work is not being or cannot be performed safely by the Contractor or sub-contractor, or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

The Contractor shall stop the work immediately if notified by the Environment Canada Departmental Authority or Contracting Authority.

The Contractor will give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

#### 15. Improper Conduct

The Contractor, shall, upon the request of Environment Canada remove any person employed by the Contractor for purposes of the contract who, in the opinion of the Environment Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the work site.

**16. Contractor's Expense**

The Contractor, shall, at the Contractor's expense, do whatever is necessary to ensure:

- a) that no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
- b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work;
- c) fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
- d) the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
- e) adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work; and adequate sanitation measures are taken in respect of the work and its site.

**17. Periodic Inspections, Corrective Action**

The Contractor shall accompany Environment Canada representative(s) during periodic site safety inspections and shall respond, in writing, to any corrective actions deemed necessary or appropriate by the Environment Canada representative to ensure compliance with applicable occupational health and safety laws and industrial standards. These actions include any corrective actions deemed necessary or appropriate by the Environment Canada representative to correct any unsafe act, practice, equipment, procedure or device within a predetermined time and frame as established by Environment Canada representative.

**18. When Work Recommences**

The Contractor or sub-contractor shall not recommence any work until such time as the unsafe act, equipment, procedures or device has been corrected to the satisfaction of the Environment Canada representative.

**19. Stringent Provisions**

In the event that differences or conflicts arise between legislation, regulations or safety standard that apply to the Contractor or work being done, the more stringent provisions will be applied and enforced.

**20. Hazard Intervention Process**

A hazard intervention process shall be followed by the Contractor if any person becomes aware of a condition or situation that could pose a hazard to employees as defined in Part II of the Canada Labour Code, to contractors, sub-contractors and all other persons who enter the work place or who are in proximity of the work activity.

**21. Termination of Contract**

Environment Canada shall terminate the contract if in the opinion of the Environment Canada representative, the work is not being or cannot be performed safely by the Contractor or sub-contractor, or the work is being performed in a manner that is contrary the requirements of the applicable health and safety legislation.

**22. No Civil Damages**

If Environment Canada stops work or terminates the contract because the work cannot be performed safely or in a manner that meets the requirements of the applicable health and safety legislation, the Minister will not pay damages to the Contractor, sub-contractors or employees and suppliers of the Contractor or sub-contractor.

**APPENDIX 6**

**BASIS OF PAYMENT AND INVOICING INSTRUCTIONS**

**6.1 Basis of Payment**

For the Work described in Appendix 5 – Statement of Work, this basis of payment applies:

**6.1 Basis of Payment**

**A. Professional Fees**

The Contractor will be paid or reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix 6, to a ceiling price of \$ \_\_\_\_\_ (*insert amount at contract award*). Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

**C6000C (2007/05/25) Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**B. Canada will not accept any travel and living expenses for:**

- b.1 Work performed outside the Central Coast sampling area sites outlined in the document.
- b.2 Any travel between the Contractor's place of business and the Central coast sampling area sites; and
- b.3 Any relocation of resources required to satisfy the terms of the Contract.

**C. Other Charges**

- c.1 In the event that sampling is suspended due to mechanical breakdown, Canada will be charged only for days worked.
- c.2 In the event that sampling has been suspended due to mechanical breakdown, Canada will be charged only for days worked.
- c.3 In the event the Canada requires additional sampling, Canada will be charged regular hourly rates based on Personnel Costs provided herein.
- c.4 Delivery cost of samples from initial destination to a designated laboratory in Vancouver will be borne by Canada. In the event that due a remote location, a Canada shipping account is not available, cost of shipping the samples to the designated laboratory shall be reimbursed by Canada.

**6.2 Option to Extend the Contract**

During the extended period of the Contract specified below, to perform all the Work in relation to the Contract extension, the Contractor will be paid the firm price specified below. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Extended Contract Period from October 1, 2015 to September 30, 2016	Firm Price of \$ _____
Extended Contract Period from October 1, 2016 to September 30, 2017	Firm Price of \$ _____

**6.3 Canada's Total Responsibility**

1. Canada's total liability to the Contractor under the Contract for travel and living expenses must not exceed \$ \_\_\_\_\_ [insert the amount of the limitation of expenditure appearing in BOP D]. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability for travel and living expenses being exceeded



before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment

1. The Contractor shall be paid following the submission of invoice(s) and upon acceptance by the Departmental Representative for the services rendered/deliverable received and in accordance with the terms described herein.
2. The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

#### 6.5 Other Payment Considerations

##### 6.5.1 A9117C (2007-11-30), T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

##### 6.5.2 C2000C (2007-11-30), Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

##### 6.5.3 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

##### 6.5.4 C0305C (2008-05-12), Cost Submission

1. If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.
2. The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

3. Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

#### 6.5.5 A9116C (2007-11-30), T1204 Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within \_\_\_\_ calendar days following contract award:
  - (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
  - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
  - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
  - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
3. The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Name of person \_\_\_\_\_  
Address \_\_\_\_\_

#### 6.5.6 C3020C (2010/01/11) Exchange Rate/Milestone Payment

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, in Annex \_\_\_\_\_. In the event that one or more of the milestones involve a foreign currency component that becomes due and payable on that particular milestone, a separate form PWGSC-TPSGC 9411 must accompany the invoice for each applicable milestone.
2. When a milestone payable includes the importation of goods, services or both into Canada, the exchange rate used to calculate the adjustment will be the rate applied by Canada Border Services Agency (CBSA) on the date of importation. For a milestone that does not involve the importation of goods, services or both, but still includes a foreign currency component, the exchange rate used to calculate the adjustment will be the Bank of Canada exchange rate in effect at noon, on the date when the milestone became due and payable.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for milestone payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In the event of delivery, the invoice or claim for milestone payment must be accompanied by a copy of CBSA form B3-3, Canada Customs Coding Form. When the goods, services or both have not been imported, the Contractor must provide evidence, satisfactory to Canada, that the amount claimed is due and payable in foreign currency by the Contractor.
5. Canada will have the right to audit any revision to costs and prices under this clause.

#### 6.5.7 C3025C (2008-05-12), Exchange Rate / Actual Costs

1. The price must be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual foreign currency exchange rate obtained by the Contractor when remitting payment to a foreign-based supplier or subcontractor for the goods, services or both.

2. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the foreign value or exchange rate adjustment amount (either upward, downward or no change) as a separate item. The Contractor must provide appropriate documentation showing evidence of payment to a foreign-based supplier or subcontractor for the goods, services or both included in the claimed amount.
3. Canada will have the right to audit any revision to costs and prices under this clause.

#### 6.5.8 C0705C (2010-01-11), Discretionary Audit

1. The following are subject to government audit before or after payment is made:
  - (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - (b) The accuracy of the Contractor's time recording system.
  - (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### 6.5.9 C0711C (2008-05-12), Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 6.6 Invoicing Instructions

1. Invoices are to be submitted to the contracting authority in duplicate quoting all the applicable contract numbers.
2. Unless otherwise specified in this order, payment will only be made in Canadian funds 30 days following presentation of invoices or progress claim forms or within 30 days of delivery of the services, construction or repairs, whichever is later.
3. Her Majesty shall be liable to pay without demand from the contractor simple interest at the average daily Bank of Canada rate for the month preceding the current month, plus 3 percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusive. Interest shall only be paid when Her Majesty is responsible for the delay in paying the Contractor. In the event her Majesty is not responsible for the delay in paying the Contractor, no interest shall be paid.
4. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is, unless otherwise indicated herein, excluded from the Contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of the introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST or HST paid or due to the Canada Revenue Agency. All invoices submitted containing the GST or HST will list the GST or HST as a separate item or contain a statement that the GST or HST is included in the invoice price.