

Environment Canada
Materiel Management Section
Pacific & Yukon Region
#201 – 401 Burrard Street
Vancouver, B.C. V6C 3S5

This bid solicitation cancels and supersedes previous bid solicitation number, K8F13-14-0014, dated September 23, 2014 with a closing of October 20, 2014 at 10:00 hours PST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

RE: Request for Proposal No. K8F13-14-0014R

Operational Assessment of Selected Wastewater Systems in British Columbia

Environment Canada (EC) has a requirement for the services described in the **STATEMENT OF WORK** (Appendix "A"). The Bidder is invited to submit a proposal to fulfill all the requirements of this RFP. When responding, the proposal is to be submitted to:

**Environment Canada
Materiel Management Section
Attention: Lana Hunt, Materiel Management Officer
#201 – 401 Burrard Street
Vancouver, B.C. V6C 3S5
Phone: (604) 666-6618
Fax: (604) 713-9867
E-Mail: лана.hunt@ec.gc.ca**

Closing Date for submission of proposals: Friday, December 19, 2014 @ 14:00 hours PST

All inquiries and other communications related to this RFP throughout the solicitation period and until contract award SHALL only be directed in writing to the Environment Canada Contracting Authority listed above.

1. ENQUIRIES – BID SOLICITATION:

All enquiries must be submitted in writing (via e-mail) to the Contracting Authority no later than **10 calendar days before the bid closing date** to provided a response. Enquiries must be received no later than **December 9, 2014**. Enquiries after that date may not be answered.

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.

Note: Unedited questions will 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.

Issues concerning this procurement may be raised prior to bid closing date with the Contracting Authority in order to obtain general guidance. Canada will examine the issues and will decide whether or not to amend the solicitation document.

To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously (through MERX) to all companies to which this solicitation has been sent forwarded by MERX simultaneously to every bidder, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

2. SUBMISSION OF BIDS:

Bids must be submitted only to Environment Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NON-ACCEPTANCE OF FACSIMILE AND E-MAILED BIDS:

Due to the nature of this solicitation a complete technical proposal with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of this documentation by such means as **facsimile & e-mailed bids to the Bid Receiving Unit of Environment Canada is not considered to be practical and therefore will not be accepted.**

3. BID INSTRUCTIONS:

1. It is the Bidder's responsibility to:

- a) submit bid on company letterhead, duly signed by an authorized company official, **IN THE FORMAT REQUESTED;**
- b) direct its bid **ONLY** to the Contracting Authority at the address specified in the Request for Proposal document, by the date and time indicated in the Request for Proposal document;
- c) ensure that the Bidder's name, the Request for Proposal Number and Title and bid solicitation closing date and time are clearly visible;
- d) provide a comprehensive and sufficiently detailed and separate Technical and Financial proposals, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation. Electronic submissions and Faxed submissions will not be accepted.
- e) direct the delivery of bids to the Contracting Authority at the specified bid delivery address in a timely and correct manner. Environment Canada (EC) will not assume or have transferred to it these responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- f) ensure its complete understanding of the requirements and instructions specified by EC. In the event clarification is necessary, bidders are advised to contact the Contracting Authority, in writing, prior to making their submission.
- g) understand that by responding to the Request for Proposal, the Bidder confirms its understanding that failing to comply with any of the RFP instructions may result in the disqualification of its submission.
- h) bear all costs for bid preparation. Bidders acknowledge and agree by submitting a bid that EC will have no liability or obligation to any proponent, except to the party, if any, awarded a contract by EC in its sole discretion and EC shall be fully and forever released and discharged of all liability and obligations in connection with the RFP. EC reserves the right to cancel this RFP without any obligation or any reimbursement to proponents.

2. Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
3. 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 otherwise indicated by Canada in such bid solicitation.
4. While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
5. Bids received on or before the stipulated bid solicitation closing date and time will become the property of EC and will not be returned. All bids will be treated as **CONFIDENTIAL**.
6. Bids delivered after the stipulated bid solicitation closing date and time will be returned unopened.
7. The General Terms and Conditions (Appendix "C"), Intellectual Property (Appendix "D"), Health and Safety Conditions (Appendix "E") and Bidder's Certifications (Appendix "F") contained in the Request for Bids are considered accepted by the proponent in any bid submitted.

4. BID PREPARATION INSTRUCTIONS:

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 (3 hard copies)

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

Submit separate Technical and Financial bids. Three (3) copies of the Technical bids and Certifications (Appendix F, Bidder Certification) are in one sealed envelope. One (1) copy of the Financial bid in another sealed envelope are required.

Late or misdirected proposals will be returned unopened.

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;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders are encouraged to:

- (1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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.

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 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. **All pages of the Bid, including any attachments, are to be clearly and consecutively numbered.**

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Offer of Services (Appendix "B"). Tables 1 and 2 are to be attached with Appendix B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certification

CERTIFICATIONS PRECEDENT TO ISSUANCE OF A CONTRACT:

The Certifications detailed in Appendix "F" to this RFP should normally be provided with the Technical Bid but may be provided subsequent to the RFP closing date by the Bidder in the event of an omission at time of Bid submission. Where Certifications are missing from a Bid, EC will so inform the Bidder and provide the Bidder with a time frame within which to provide the Certifications to EC. **Failure to comply with the request of the Request for Proposal Authority and meet the requirement within the stated time frame will render the Bid non-responsive.** In order to be considered for contract award a Bidder whose Bid is technically and financially responsive **MUST** complete and sign all Certifications detailed in Appendix "F" to this RFP.

5. PROPRIETARY / CONFIDENTIAL INFORMATION:

Restrictions on disclosure of data in proposals - Any information, data and/or Intellectual Property which is provided in a Bid, which is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and EC will endeavour to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by EC. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, EC will not divulge such data and/or information to any third party.

6. CONTRACT PERIOD:

- Awarded Date to March 31, 2015

7. OPTION TO EXTEND CONTRACT:

The Contractor grants to Canada the irrevocable option to extend the Contract by two (2) additional period of one (1) year each, under the same terms and conditions, as follows:

- April 1, 2015 to March 31, 2016
- April 1, 2016 to March 31, 2017

Canada may exercise this option at any time by providing written notice to the Contractor. The Contractor agrees that during these option periods, the rates/prices will be in accordance with the Basis of Payment identified in the resulting contract document.

MANDATORY CRITERIA:

The Mandatory Technical Criteria listed below will be evaluated on a simple PASS/FAIL (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bids which fail to meet all of the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

(A) Evidence of Insurability and WCB Clearance (MANDATORY)

All Bidders must supply with their proposal, the following documents:

1. A current copy of the applicable Worker's Compensation Board (WCB) clearance letter, in good standing.
2. Evidence of Insurance including a minimum of \$1 Million Commercial General Liability Insurance.

** Failure to submit "Requested Documents" will result in bidder's disqualification.*

8. EVALUATION PROCEDURES:

The Evaluation process will be conducted in four (4) stages as follows:

1. the Bid will be evaluated against the General Mandatory Requirements stated throughout the RFP (excluding any Mandatory Criteria /Point Rated Criteria);
2. the Bid will be evaluated against the Mandatory Criteria; if Mandatory Requirements are applicable, for those Bids having met Item 1 above;
3. the Bid will be evaluated against the Point Rated Criteria, if Point Rated Criteria are applicable, for those Bids having met Item 2 above;
4. the proposed successful Bidder will be determined in accordance with the Contractor Selection Method stated in the RFP.

The Evaluation Team will comprise EC representatives.

9. EVALUATION OF BIDDER CAPABILITIES TO PERFORM THE WORK:

During the Bid evaluation phase and upon EC's request, the Bidder will allow EC to conduct an evaluation, which may include but not be limited to the Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this RFP. Any information requested by EC to conduct such evaluation must be provided within five (5) working days of receiving the request.

10. SOLE BID - PRICE SUPPORT:

In the event that the Bidder's Bid is the sole Bid received and is deemed responsive, EC may request one or more of the following as acceptable price support:

- a) current published price list indicating the percentage discount available to the federal government; and/or
- b) paid invoices for like services sold to other customers; and/or
- c) a price certification statement; and/or
- d) any other supporting documentation as requested.

11. POINT RATED CRITERIA:

The Point Rated Criteria contained herein will be used by EC to evaluate Bids that have met all of the Mandatory Criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposal to enable a thorough assessment. EC's assessment will be based solely on the information contained within the Bid.

Bids will be evaluated under the Point Rated Criteria in the order the stated criteria appear below. If a Bid is assessed as failing to meet the required minimum points of the Point Rated Criteria, at any stage of the Technical evaluation, the Bid will immediately be declared non-responsive and will be given no further evaluation.

Only those Bids which are compliant with all of the Mandatory Criteria and then achieve (or exceed) the stated minimum points of the Point Rated Criteria will be considered further for Contract award.

Proposals will be ranked and based solely upon the information provided in your proposal, using the following factors and criteria:

	EVALUATION CRITERIA	POINTS	RATING
	APPROACH AND METHODOLOGY (30)		
1	Understanding of the scope and objectives	5	
2	Appropriateness of approach and methodology proposed	5	
3	Breakdown of project into logical tasks	5	
4	Planning and details of each task	5	
5	Methods of problem identification and resolution	5	
6	Realistic estimation of the level of effort required to complete work	5	
	TRAINING AND EXPERIENCE (25)		
7	Suitability of educational background of assigned personnel	8	
8	Relevant training and experience of assigned personnel	10	
9	Corporate experience in projects of a similar nature	7	
	PROJECT ORGANIZATION (25)		
10	Overall organization of Project Team	5	
11	Overall organization of the work plan	5	
12	Availability of assigned personnel, equipment and adequate backup	5	
13	Allocation of personnel for most effective use	5	
14	Detailed schedule and time table	5	
	OVERALL PROPOSAL (20)		
15	Demonstrated original and innovative ideas	5	
16	Potential for successful completion of the work based on strategy proposed	5	
17	Addresses all requirements in the RFP	10	
	TOTAL SCORE	100	

Maximum score is 100 points. Minimum score requirement is 70 points.

12. CONTRACTOR SELECTION METHOD:

Contractor selection on the basis of highest combined rating of technical merit and price proposal.

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. **The ratio will be 70% for the technical merit and 30% for the price.**
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.5$	$89/135 \times 70 = 46.1$	$92/135 \times 70 = 47.6$
Pricing Score	$45/55 \times 30 = 24.5$	$45/50 \times 30 = 27.0$	$45/45 \times 30 = 30.00$
Combined Rating	84.0	73.1	77.6
Overall Rating	1 st	3 rd	2 nd

13. RIGHTS OF ENVIRONMENT CANADA:

EC reserves the right to:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Reject any or all Bids received in response to this RFP;
- c) Enter into negotiations with one or more Bidders on any or all aspects of its Bid;
- d) Accept any Bid in whole or in part without prior negotiation during the Bid validity period;
- e) Cancel and/or re-issue this RFP at any time;
- f) Discontinue the evaluation of any Bids which are determined, at any stage of the evaluation process, to be non-compliant/non-responsive;
- g) Issue one or more Contracts;
- h) Retain all Bids submitted in response to this RFP;
- i) Reject any Bid deemed not representative of fair value to Canada;
- j) Verify any or all information provided by the Bidder with respect to its Bid, including references;
- k) Reject any Bid that could result in potential embarrassment to EC, such as where the past conduct of the proposed individual(s) is (are) incompatible, **in the opinion of the EC**, with the subject matter of the work to be performed, as described in the Statement of Work;

14. BIDDER DISCLOSURE OF ACTIVITIES - POSSIBLE CONFLICT OF INTEREST SITUATIONS:

If EC determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with EC, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of EC. In the event that EC decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with EC.

15. NOTIFICATION OF CONTRACT AWARD/BIDDER DE-BRIEFINGS:

Following award of the contract for the requirement defined herein, all Bidders who submitted a Bid will be notified of the name of the successful Bidder. At the time of notification, unsuccessful Bidders may request a debriefing from the Contracting Authority provided that a written request is received by e-mail by the Contracting Authority no later than 30 calendar days from the notification date of contract award. For those requirements posted on MERX, a Contract Award Notice will be prepared and published on the Government Electronic Tendering Service (MERX) within 72 days after award of any contract. Any questions/issues relating to this bid solicitation should be discussed with the Contracting Authority.

Bidders should note that the recourses available with respect to this procurement, include the right to file a complaint with the Canadian International Trade Tribunal (CITT) (if the requirement was subject to the Trade Agreements) and/or to file an action before the Federal Court.

16. PROJECTED AWARD DATE:

It is intended that the contract for the work will be awarded on or before January 16, 2015.

17. VENDOR PERFORMANCE:

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 (Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code; or
 - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
 - (c) 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 Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the Government of Canada
 - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (2) 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 its bid;
 - (3) 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 its bid; or
 - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms 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 paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

18. PROOF OF LEGAL ENTITY:

In order to establish the legal capacity of the Bidders to enter into the Contract, Bidders who carry on business in other than their own personal names may be required to provide proof of the legal entity under which they carry on business to the Contracting Authority prior to contract award. Such proof may be in the form of copies of articles of incorporation, registration of a name as a sole proprietor, or of a trade name, or of a partnership, etc.

19. PRICE CERTIFICATION:

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

20. ACCEPTANCE AND AUTHORITY TO CANCEL:

Environment Canada (EC) will not necessarily accept the lowest or any of the proposals submitted. Each proponent acknowledges and agrees by submitting a proposal that EC will have no liability or obligation to any proponent, except to the party, if any, awarded a contract by EC in its sole discretion and EC shall be fully and forever released and discharged of all liability and obligation in connection with the RFP. EC reserves the right to cancel this RFP without any obligation or any reimbursement to proponents.

1.0 TITLE:

Operational assessment of wastewater sewage systems with emphasis on modeling fecal coliform concentration and viral dilution expected in marine receiving waters during normal operation and during predicted upsets or failures at the facility and/or in the collection system.

FACILITIES TO BE ASSESSED IN FISCAL YEAR 2014/2015

- Wastewater systems and associated collection systems discharging sewage within the following marine areas in British Columbia:
 - Ahousaht (Marktosis) (Figure 1)
 - Kitkatla (Figure 2)
 - Texada Island (Figure 3)
- Optional wastewater systems and associated collection systems:
 - Bella Bella (Figure 4)
 - Halfmoon Bay (Figure 5)

FACILITIES TO BE ASSESSED in FISCAL Year 2015/16 (option year 1)

- Wastewater systems and associated collection systems discharging sewage within the following marine areas in British Columbia:
 - Lax Kw'Alaams (Figure 6)
 - Klemtu (Figure 7)
 - Hartley Bay (Figure 8)
- Optional wastewater systems and associated collection systems:
 - Ocean Falls (Figure 9)
 - Nisga'a Village of Gingolx (Figure 10)
 - Kitmaat (Figure 11)

FACILITIES TO BE ASSESSED in FISCAL Year 2016/17 (option year 2)

- Wastewater systems and associated collection systems discharging sewage within the following marine areas in British Columbia:
 - Walters Cove (Figure 12)
 - Sunshine Coast (Figure 13)
- Optional wastewater systems and associated collection systems:
 - Johnstone Strait (Figure 14)
 - Young Life (Figure 15)

Note: Degradation of marine water quality is to be estimated on the basis of fecal coliform bacteria loading (as MPN/100ml) and viral dilution using MIKE 3 computer model software.

2.0 BACKGROUND:

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). Its primary objective is to protect the public from the consumption of contaminated shellfish by controlling the harvesting of bivalve molluscan shellfish (oysters, mussels, clams, scallops, cockles) within Canada.

Under the CSSP, Environment Canada is the lead agency for recommending to DFO the appropriate classification of shellfish growing areas based on marine water quality and an assessment of pollution sources. Wastewater systems (WS) are major point sources of pollution discharging into marine waters and represent a threat to the safe use of shellfish for human consumption. The purposes of this contract are: (i) to acquire knowledge about the operational characteristics of specific WS in order to characterize the most likely failure scenarios possible for each facility and for each associated collection system; and (ii) to predict the concentrations of fecal coliform bacteria and viruses in the receiving marine environment that are a direct result of the WS during both normal operation and during the occurrence of the failure scenario. This information will be used to assess potential water quality conditions that may be expected at shellfish growing areas located adjacent to the WS. The WS will need to be evaluated thoroughly in order to determine the most likely failure scenario (i.e., treatment or disinfection failure -if provided-, excess inflow, bypass, pump station failure, loss of power, etc.).

The outcome of this work will assist EC in the determination of the extent of travel of the sewage plume, extent of the mixing zones, and the potential for viral concentration buildup etc., in order to more accurately delineate where shellfish water quality standards specified in the CSSP could be exceeded.

3.0 OBJECTIVE:

Environment Canada requires a contractor with expertise in wastewater systems, computer modeling using MIKE 3 software, hydrography, and who is knowledgeable of the Canadian Shellfish Sanitation Program (CSSP) to assess wastewater systems and model the impact zones in receiving waters at the locations outlined above.

4.0 SCOPE OF SERVICES:

The assessment includes performing site visits of applicable wastewater system facilities within identified geographical areas (Figures 1 – 15); documenting relevant treatment performance and engineering parameters; and documenting the most likely wastewater or collection system failure scenario that represents the greatest risk to receiving waters and qualitatively assess the chance of occurrence. This information, coupled with hydrographic information about the receiving environment, will then be used by the contractor to determine what impact the WS has on the bacteriological quality (in fecal coliform counts) of the receiving marine water environment under both normal operation and under the most likely failure condition. The viral dilution of the effluent plume expected during normal operations of the WS and under failure condition must also be delineated including the potential build up of viruses in water bodies where limited mixing occurs. Such results, in conjunction with information about the capability and timing for the WWTP operator to detect and notify failure(s), will be used by EC to determine what the most appropriate classification of adjacent waters may be and will form the basis for EC to make recommendations to DFO with respect to harvesting shellfish for human consumption.

5.0 CONTRACTOR RESPONSIBILITIES:

Under this contract, the Contractor shall:

- conduct on-site visits of applicable wastewater system facilities and their associated collection systems originating and potentially affecting the areas identified in Figures 1 – 15;
- provide assessment of the operations including assessment of treatment and/or collection system failures and detection of failure capabilities;
- conduct site-specific current studies (or use existing drogoue study or ADCP [Acoustic Doppler Current Profiler] study results, if available),
- perform effluent plume modeling using MIKE 3 and box/dilution modeling to determine zones of potential pollutant concentrations and dilution; and
- provide documentation that enables EC to make decisions about risks of contamination based on the above findings and be able to develop appropriate classification recommendations.

The analysis and findings will be documented in a report to be submitted and accepted by EC.

6.0 CROWN INPUT:

The Departmental Representative(s) will liaise with the Contractor on an ongoing basis to provide the required direction.

7.0 DELIVERABLES:

- a. Opening and closing meeting to discuss objectives and results.
- b. Obtain information from owner/operator of applicable wastewater system (WS) and/or provincial regulatory agency of federal department as described in Annex 1. This will partially be accomplished through site visits where a more detailed understanding of the WS and collection system will be acquired.
- c. Determine the locations of all Wastewater Systems and Lift Station outfall termini (latitude/longitude in degrees decimal minutes, NAD83) affecting and originating in the geographical areas identified in Figures 1 – 15 as well as depths of discharge and diffuser characteristics (if applicable).
- d. Determine most likely failure scenarios at each WS based on WS configuration, operating history, redundancies, contingencies, etc.

- e. From the outfalls(s) associated with most likely failure scenario, determine near-field and far-field receiving water currents through the use of 3-5 drogues equipped with GPS tracking devices (or use existing drogue or ADCP [Acoustic Doppler Current Profiler] study results, if available):
 - 6-hour ebb tide phase
 - 6-hour flood tide phase
 - 6-hour flood tide phase starting from furthest extent reached during the ebb tide phase.
- f. Calculate estimated distance of effluent plume travel to achieve 88 FC/100mL and 14 FC/100mL from all discharge points of WS using MIKE 3 model and assumptions in Annex 2; expressing results in terms of distance from outfall(s), plume width and orientation, and calculated both under normal WS operation and during most likely failure conditions. Model iterations must consider normal tide ranges as well as peak tide states. Additional model iterations must be completed that contrast plume dynamics during predominant wind conditions (direction and speed) and plume dynamics with no wind force.
- g. Calculate volume of receiving water required to achieve 100:1, 1000:1, 10,000:1 and 100,000:1 dilution from all points of continuous or frequent discharge from the WS using MIKE 3 (in reference to separate initial values that represent fecal coliform concentration and viral contamination of untreated wastewater).
- h. In a report, provide detailed description of WS, operating history, and rationale for the choice of likely failure scenario. Describe the assumptions used in models and include a synopsis of model results. Site visit notes, summary, notes of relevant discussions with operators are to be included in the report where appropriate.
- i. In an appendix, list all input parameters for the model and full model outputs for each scenario and iteration, highlighting key results (300 metres, 100:1, 1000:1, 10,000:1, 100,000:1, 88 FC, 14 FC).
- j. Discuss hydrodynamics in the location of outfalls and model sensitivities.
- k. Provide all documentation (notes, summaries, design drawings, reports, digital copies of all MIKE 3 model files required to run all the MIKE 3 iterations completed, etc.) that support parameters and modelling results.

8.0 INTELLECTUAL PROPERTY:

Contractor owns Intellectual Property.

The Contractor will own the foreground intellectual property arising from work under this contract subject to providing a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to the Crown to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor but may limit commercial exploitation by the Crown.

9.0 SCHEDULE:

Timeline	Deliverable
Week 1	<ul style="list-style-type: none"> ▪ Discuss objectives and results
Week 2-5	<ul style="list-style-type: none"> ▪ Obtain WS and collection system and outfall information
Week 6-9	<ul style="list-style-type: none"> ▪ Calculate distance required to achieve 100:1, 1,000:1 10,000:1 and 100,000:1 dilution (MIKE 3) ▪ Calculate estimated distance of effluent plume travel to achieve 88FC/100mL and 14 FC/100mL (MIKE 3model) ▪ Generate draft impact boundaries based on plume impact calculations during normal WS operation and failure conditions
Week 10	<ul style="list-style-type: none"> ▪ Discuss draft impact boundaries with EC
Week 11-14	<ul style="list-style-type: none"> ▪ Produce draft report for each WWTP collection system, present to EC
Week 15-16	<ul style="list-style-type: none"> ▪ Make necessary adjustments to draft reports ▪ Present final report to EC including any notes, design drawings, and modeling results

The project and all deliverables must be completed no later than March 31, 2015.

10.0 TRAVEL:

Travel to each facility being evaluated will be required.

Travel and expenses that are the direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for mark up or profit. Original invoices or certified true copies must be submitted for reimbursement. All such expenses require the prior approval of the Departmental Representative.

Travel costs will be reimbursed based on Government Treasury Board Travel:
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp.

11.0 ACCEPTANCE CRITERIA:

The work must be completed to the satisfaction and acceptance of the Project Authority or the Project Representative(s) who will be on-site.

12.0 HEALTH AND SAFETY WORK REQUIREMENTS:

The Contractor will comply with all applicable federal/provincial legislative requirements and industry standards.

The Contractor will follow all applicable health and safety policies and procedures as may be prescribed by Environment Canada.

The Contractor will ensure that all the activities described under the Work above do not endanger the health and safety of any person.

The Contractor agrees not to enter into any sub-contracts without prior written permission of Environment Canada.

The Contractor is a member in good standing of the Worker's Compensation Board (WCB) of British Columbia or the Contractor will supply Environment Canada with evidence of liability insurance for themselves for the duration of the contract and that Environment Canada is named as co-insured. Should the private liability insurance be cancelled prior to the completion of the contract, the EC project authority may stop or terminate the contract without penalty.

Environment Canada will have the right to stop work if, in the opinion of the project authority, the work is not being or cannot be performed safely by the 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 not recommence any work until such time as the unsafe act, equipment, procedure or device has been corrected to the satisfaction of the departmental representative.

13.0 DEPARTMENTAL REPRESENTATIVES:

Project Authority

Walter Hajen
Head, Marine Water Quality Monitoring - Pacific
Environment Canada
2645 Dollarton Hwy
North Vancouver BC V7H 1B1
Tel: (604) 903-4475
Fax: (604) 903-4423
Email: walter.hajen@ec.gc.ca

Project Representatives:

Jeff Stobo
Program Engineer
Marine Water Quality Monitoring Program - Atlantic
Environment Canada
45 Alderney Drive
Dartmouth, NS B2Y 2N6

Tel : (902) 426-4805
Fax : (902) 490-0722
Email: jeff.stobo@ec.gc.ca

Vanassa Daranikone
Environmental Technologist
Marine Water Quality Monitoring - Pacific
Environment Canada
2645 Dollarton Hwy
North Vancouver, BC V7H 1B1
Tel: (604) 903-1594
Fax: (604) 903-4423
Email: vanassa.daranikone@ec.gc.ca

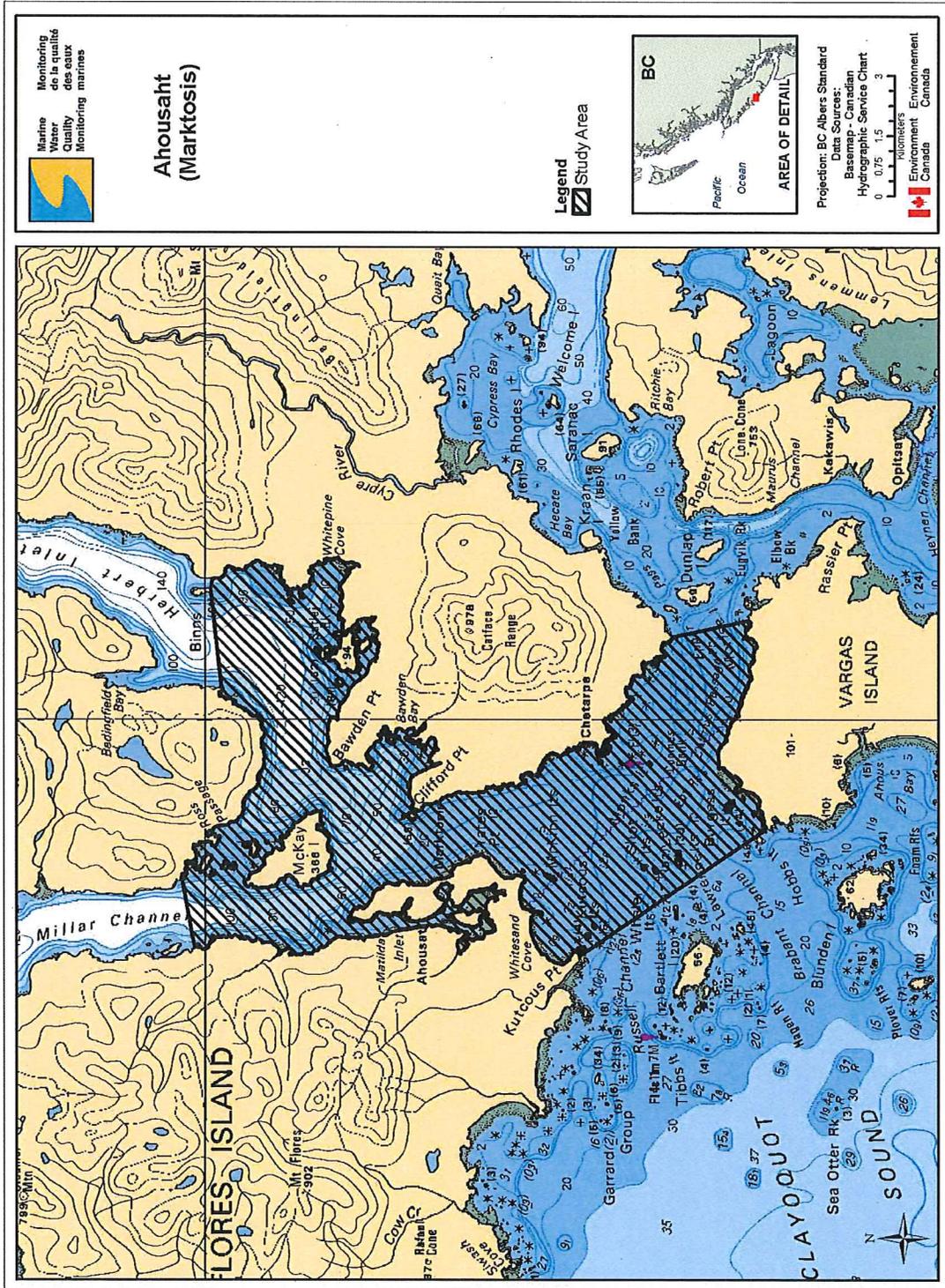


Figure 1

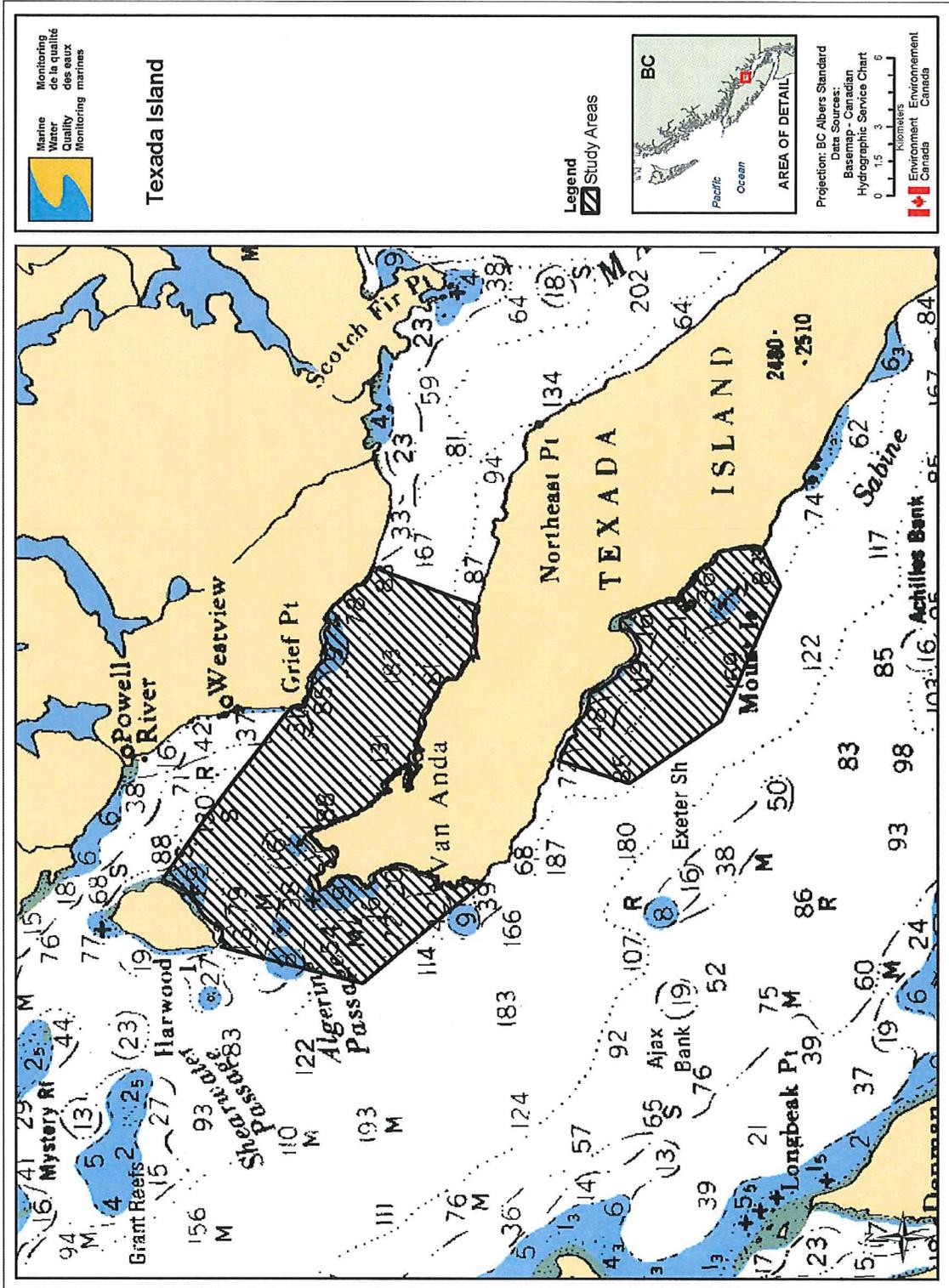


Figure 3

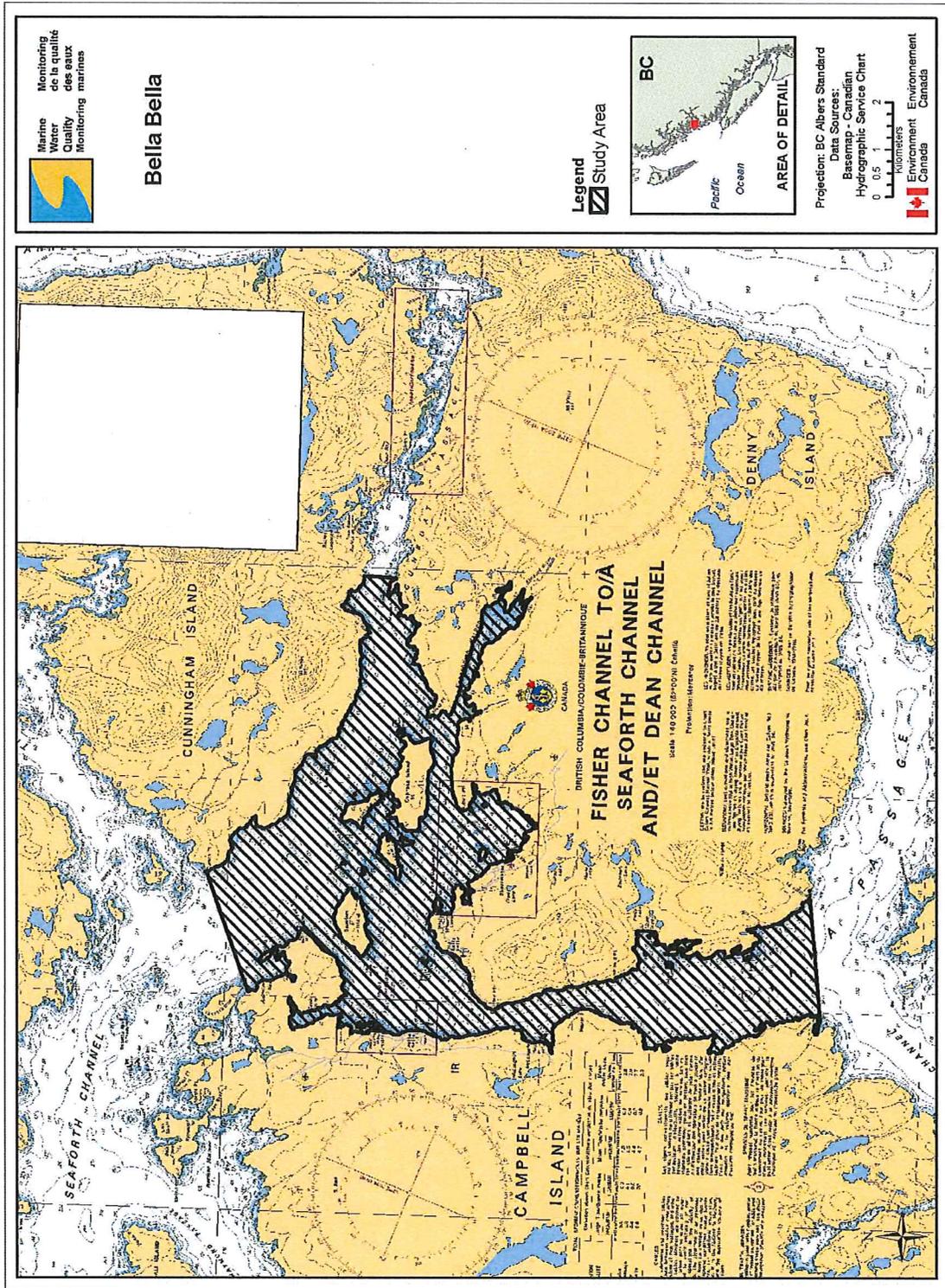


Figure 4

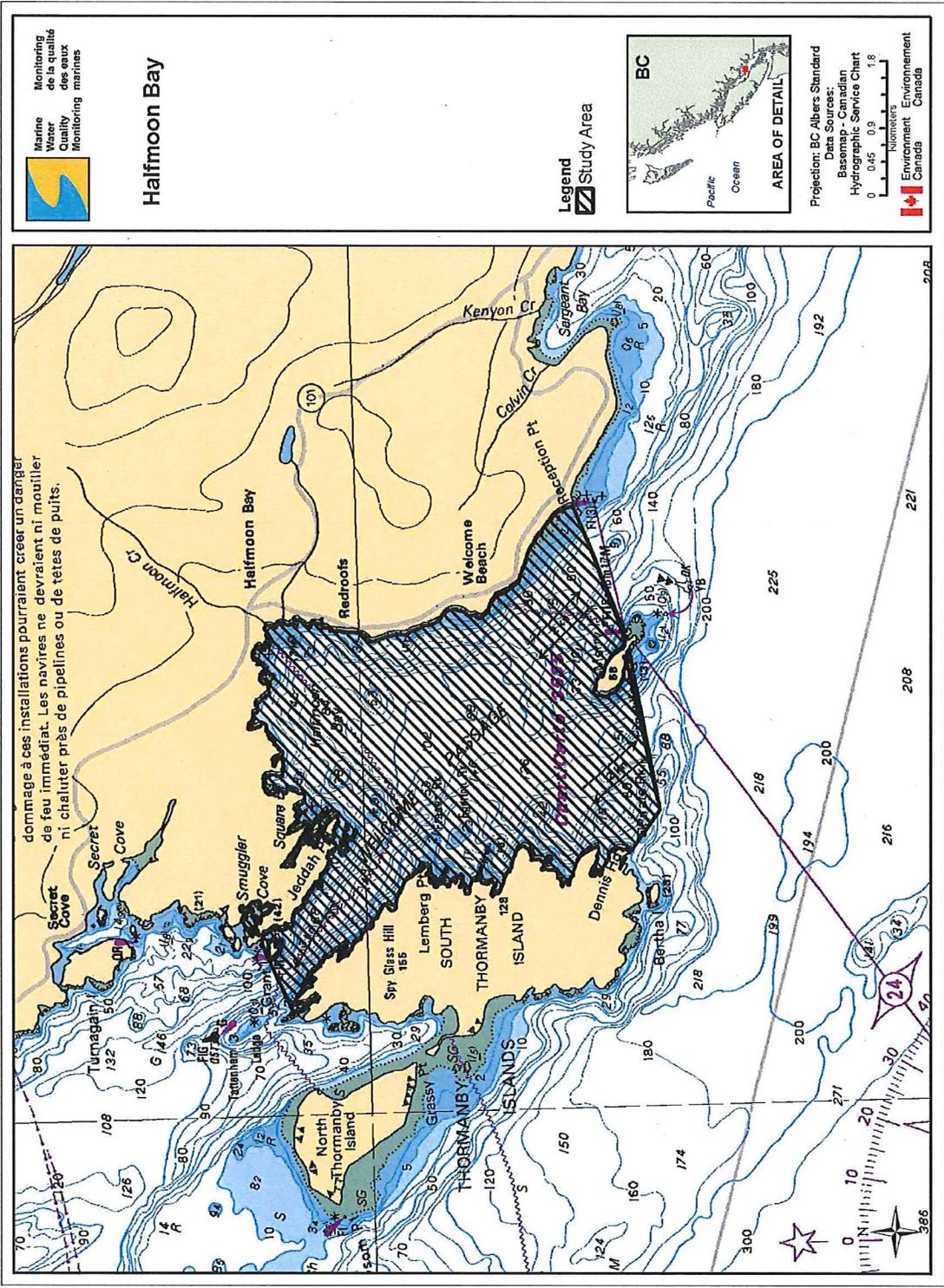


Figure 5

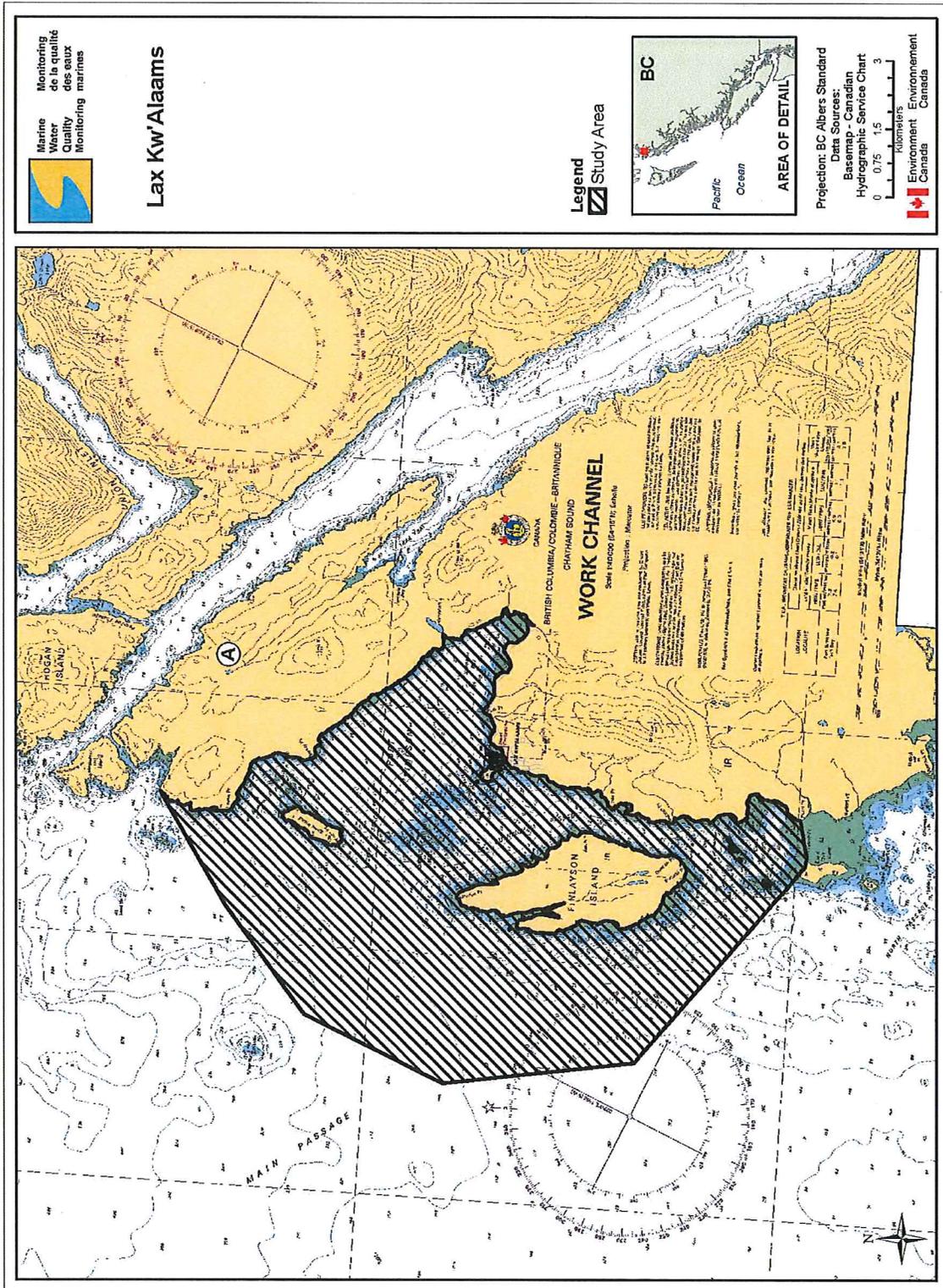


Figure 6

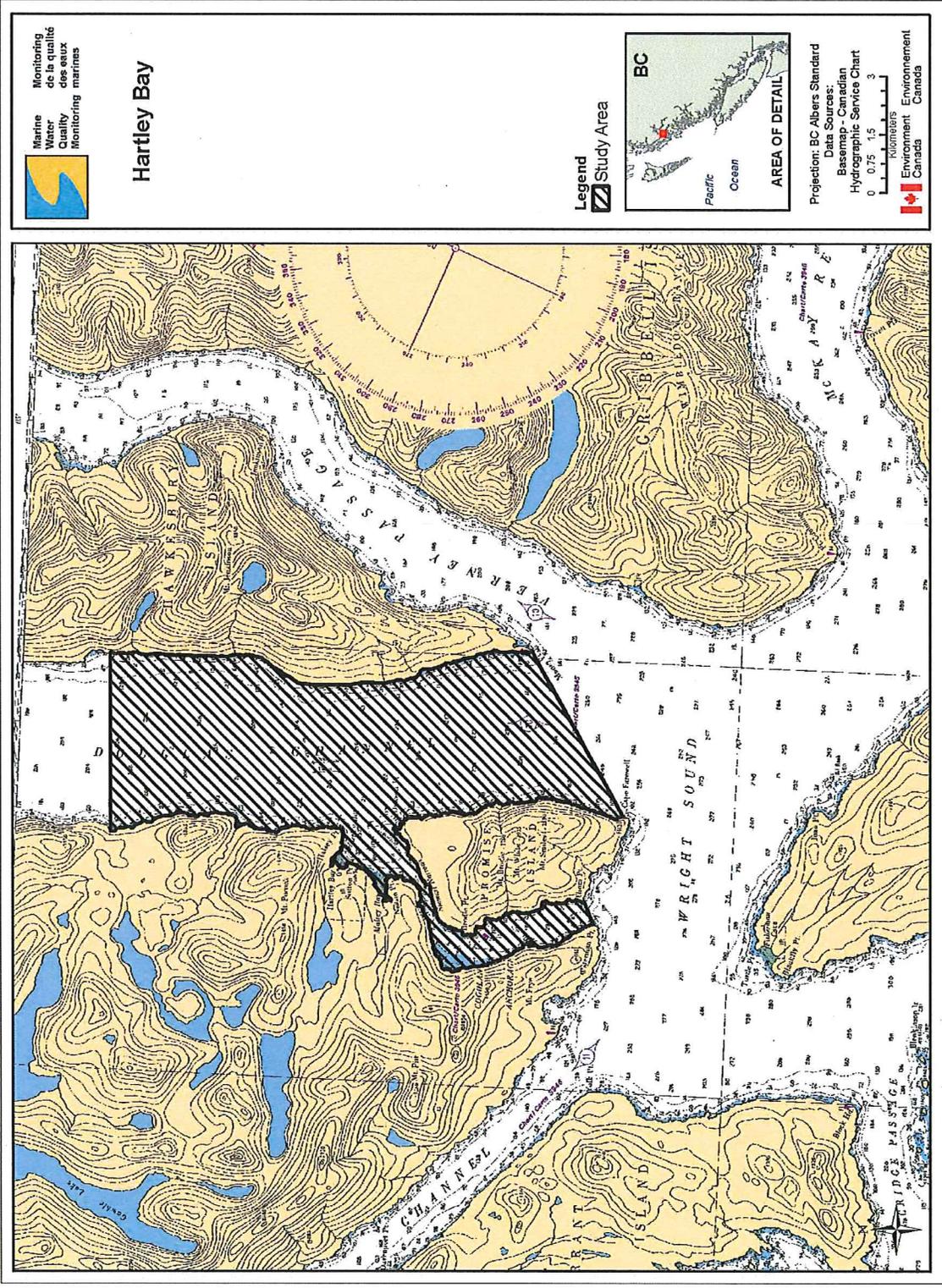


Figure 8

15/24

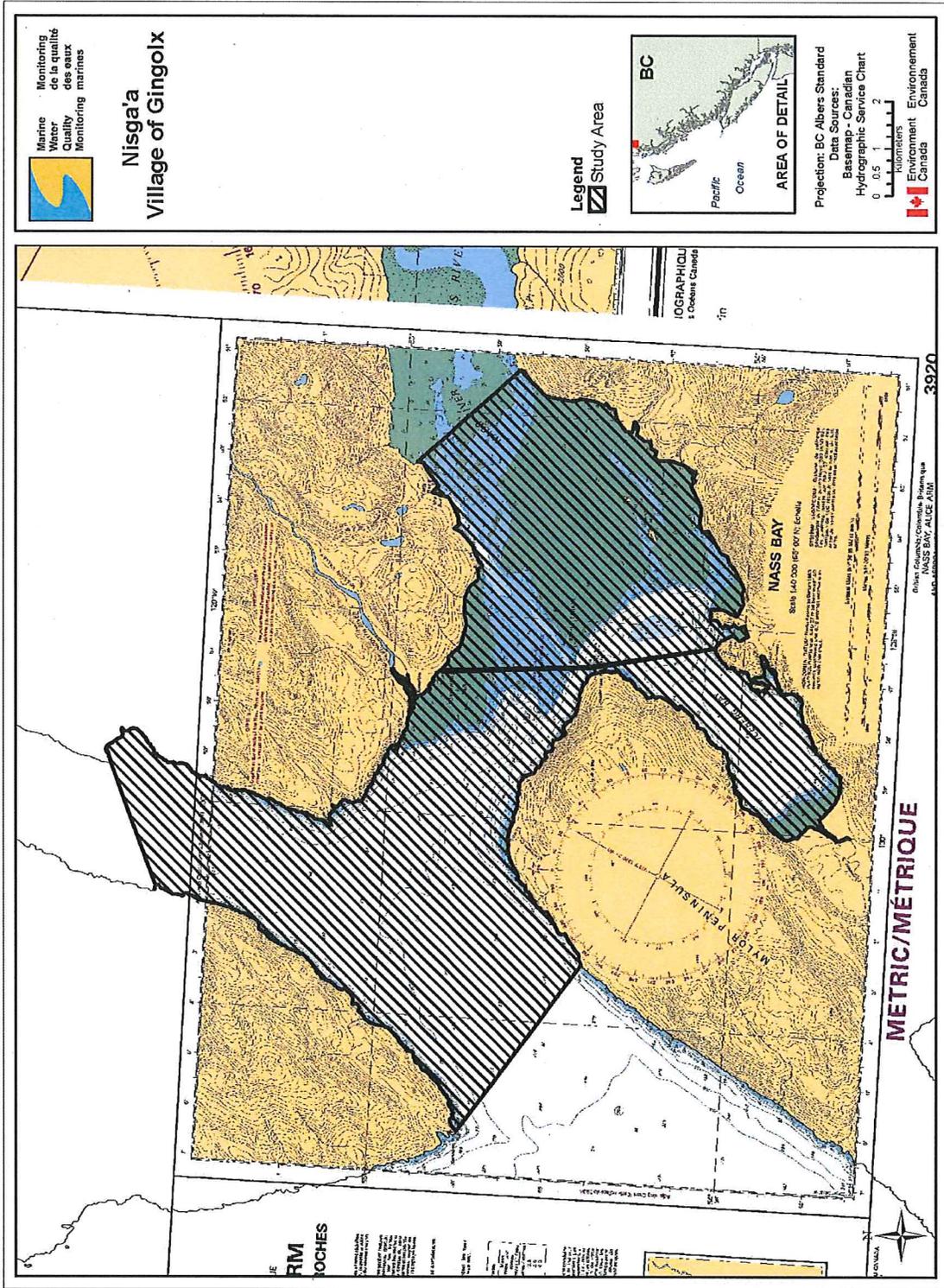


Figure 10

16/24

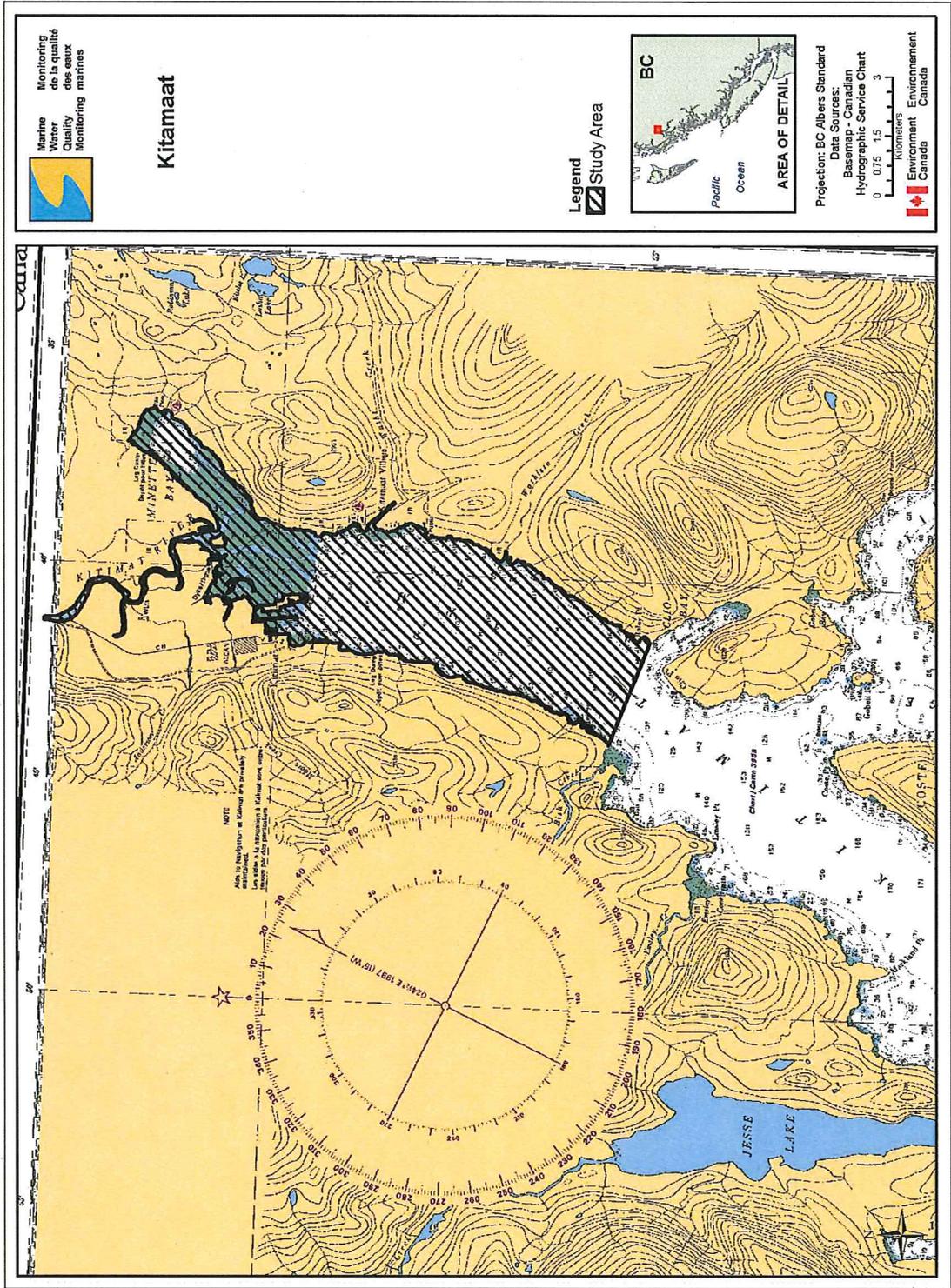


Figure 11

18/24

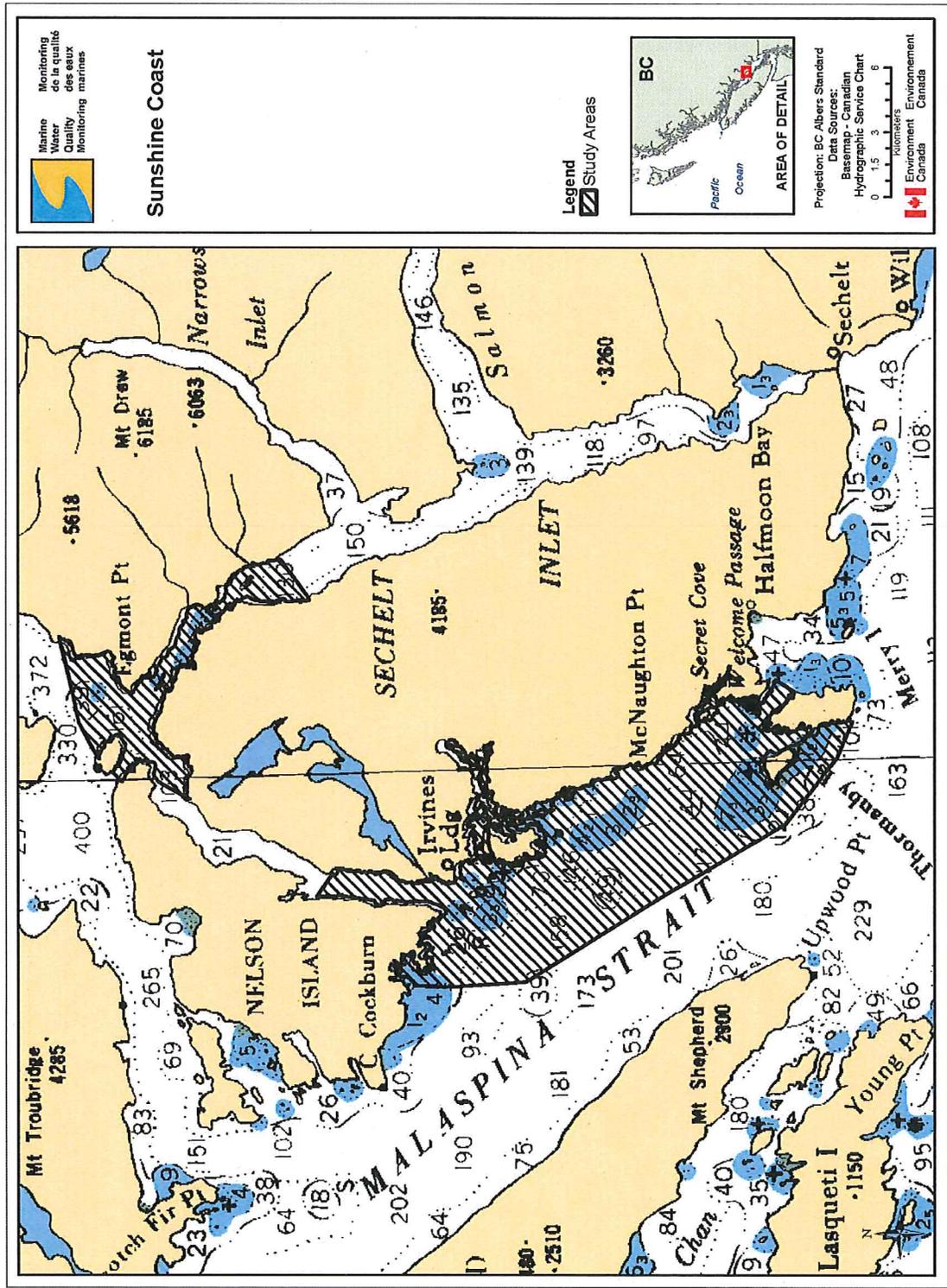


Figure 13

20/24

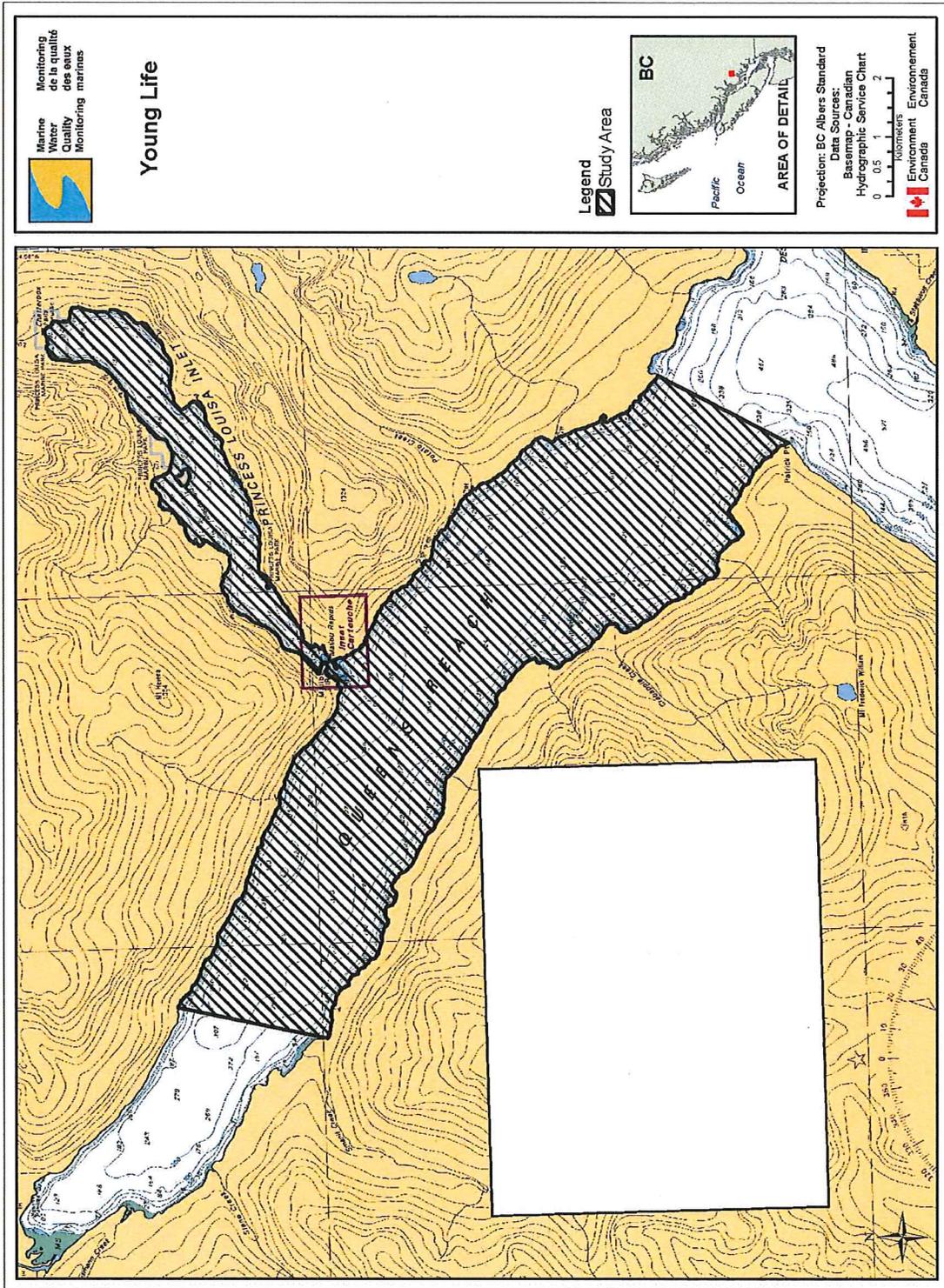


Figure 15

ANNEX 1 – Key Wastewater System (WS) Data

* required

* Name of Wastewater System under discussion:

* Location /Address :

* City, Province :

* Plant Type :

* Year Built :

* Year of Most Recent Upgrade :

* Operator/Primary Contact :

* Name :

* Phone :

* Email :

* Number of Operators :

* Plant Coverage :

* Weekdays :

* Weekends :

* Population :

* Served :

* Design :

* Flow (m³/d, lpgd, Usqpd) :

* Current Average :

* Peak (measured, estimated or provided by operator):

* Design :

* Disinfection :

* Chlorination :

* Chlorination/Dechlorination :

* UV :

* Effluent Quality :

* BOD (mg/L) :

* SS (mg/L) :

* Fecal Coliform (MPN/100mL) :

* Effluent Temperature (°C) :

* Effluent Salinity (‰) :

* Effluent Requirements (as stipulated):

* BOD (mg/L) :

* SS (mg/L) :

* Fecal Coliform (MPN/100mL) :

* Alarm System :

* Visual :

* SCADA :

* Other :

* Collection System :

* Combined :

* Separate :

* Bypassing Frequency :

* Problem Detection and Notification Time :

- * Problem description :
- * Notification Time (h) :

* Wastewater system (WS) Outfall :

- * Coordinates :
- * Depth (m) :
- * Outfall Diameter (m) :
- * Number of Ports :
- * Port Diameter (m) :
- * Port Spacing (m) :
- * Port Elevation (m) :
- Vertical Angle of Port :
- Horizontal Angle Relative to Current :
- Decay Coefficient, $k(d-1)$:
- Far-Field Velocity (m/s) :
- Near-Field Velocity (m/s) :
- Receiving Water Salinity (‰) :
- Receiving Water Temperature (°C) :
- Ambient Fecal Coliform Concentration (MPN/100mL) :

Comments :

* 5 years worth of Flow data (Daily Flows, Monthly Average Flow)

* Lift Stations

- Number
- Locations
- Equipped with overflows/bypass pipes
- Multiple or Single pumps
- History of Bypass/Overflow
- Estimated flow volumes, Percent of total WWTP flow

Fecal Coliform Data- to be provided by EC

- Untreated wastewater values
- Pre-disinfection
- Final effluent

Emergency Response Time:

1. Is there 24/7 coverage at the WS or only during normal business hours?
2. Is there an emergency alarm system that will trigger in the event of a malfunction at the WS or at Lift Stations?
3. How long to respond to an alarm notification?
4. Are there backup systems at the WS for disinfection, power, communications, Lift Stations?

Annual Data :

1. 12 months of monthly averages for influent flows, BOD, SS and effluent BOD, SS and FC
2. regulatory limits
3. graphs for flow, BOD, SS
4. peak monthly flows recorded over the last 5 years

Hours the plant is manned:

Hours : ... h/d; ... d/wk

Per capita loadings :

1. flow - Lpcd (typical value 400 Lpcd)
2. BOD - kg/cap-d (typical value 0.08 kg BOD/cap-d)
3. SS - kg/cap-d (typical value 0.09 kg SS/cap-d)

Other inputs :

1. septage
2. industrial

Submitted Reports of Interest

- Quarterly Compliance Reports (Annual or Semi Annual)
- 5 Year Outfall Inspection Reports
- Most Recent Operating Permit

ANNEX 2

Assumptions for MIKE 3 Model

- Time series currents and/or tidal elevations in waters over outfall (within plume)
- Time series discharges where appropriate
- Summer and winter stratification iterations
- Peak monthly flow value (failure condition)
- Annual average daily flow (normal condition)
- Bacterial decay rate: temperature-corrected for ambient conditions based on a standardized T90 of 6 hours at 20°C
- Fecal coliform concentration based on failure scenario: untreated for by-pass; post-treatment/pre-disinfection for disinfection failure
- Viral Dilution expected based upon standardized input concentration for type of treatment or sampled values; to be discussed with EC project representatives.

1. Offer submitted by: _____

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

2. (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 Professional Services:

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).

Note:

- Complete tables 1 (Wastewater Assessments) and 2 (Current/Drogue Studies). Tables are to be attached with Appendix B.
- Totals to include work for all sites (planned & optional sites) and current/drogue studies for each year.

a. **Initial Year:** (Awarded Date to March 31, 2015)

i. Professional Services = \$ _____
 ii. Associated Expenses (if applicable) = \$ _____
 iii. Travel Expenses (if applicable) = \$ _____
 iv. Total = \$ _____

b. **Option Year 1:** (April 1, 2015 to March 31, 2016)

i. Professional Services = \$ _____
 ii. Associated Expenses (if applicable) = \$ _____
 iii. Travel Expenses (if applicable) = \$ _____
 iv. Total = \$ _____

c. **Option Year 2:** (April 1, 2016 to March 31, 2017)

i. Professional Services = \$ _____
 ii. Associated Expenses (if applicable) = \$ _____
 iii. Travel Expenses (if applicable) = \$ _____
 iv. Total = \$ _____

2.2 TOTAL BID PRICE \$ _____
(Add Items in Section 2.1 = a.iv, b.iv, & c.iv)

2.3 Estimated GST, if applicable \$ _____

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. Title to Intellectual Property. The Bidder declares that it is not interested in owning the Foreground Intellectual Property arising from this proposed procurement contract.
8. 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.
9. 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

K8F13-14-0014R
 TABLE 1 - OPERATIONAL ASSESSMENT OF WASTEWATER SEWAGE SYSTEMS
 PRICE BREAKDOWN FOR APPENDIX B (Offer of Services)

PRICING: EACH LOCATION SHOULD BE COSTED INDIVIDUALLY

LOCATION	PROFESSIONAL SERVICES		TOTAL PROF. SERVICES (a)	ASSOCIATED EXPENSES ** (b)	TRAVEL EXPENSES *** (c)	TOTAL COST (a+b+c)
	Personnel Name	Category of Personnel				
Example	Joe Smith	Project Manager	\$150.00/hour	No. of hours		
FY 2014/15 (CONTRACT AWARD DATE TO MARCH 31, 2015)						
AHOUSAHT (MARKTOSIS) Figure 1						
KITKATLA (Figure 2)						
TEXADA ISLAND (Figure 3)						
BELLA BELLA (Figure 4) Optional						
HALFMOON BAY (Figure 5) Optional						
FY 2015/16 (APRIL 1, 2015 TO MARCH 31, 2016) - OPTION YEAR 1						
LAW KW'AL-AMS (Figure 6)						
KLEMTU (Figure 7)						
HARTLEY BAY (Figure 8)						
OCEAN FALLS (Figure 9) Optional						
NISGA'A VILLAGE OF GINGOLX (Figure 10) Optional						

KITAMAAT (Figure 11) Optional					
FY 2016/17 (APRIL 1, 2016 TO MARCH 31, 2017) - OPTION YEAR 2					
WALTERS COVE (Figure 12)					
SUNSHINE COAST (Figure 13)					
JOHNSTONE STRAIT (Figure 14) Optional					
YOUNG LIFE (Figure 15) Optional					

NOTES:

** Associated Expenses (if applicable): List and breakdown all anticipated associated costs. (i.e. courier, long distance, reproduction, etc.)

*** Travel Expenses (if applicable): Travel expenses are reimbursable at cost, not exceeding the Government Travel Directives posted on Internet Web Site: <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>. For those without Internet access, these rates are available on request. These expenses are based upon the following anticipated travel requirement(s).

K8F13-14-0014R
 TABLE 2 - CURRENT STUDIES/DROGUE STUDIES ("As and When Required" Basis)
 PRICE BREAKDOWN FOR APPENDIX B (Offer of Services)

PRICING: EACH LOCATION SHOULD BE COSTED INDIVIDUALLY

LOCATION	PERSONNEL SERVICES		TOTAL PROF. SERVICES (a)	ASSOCIATED EXPENSES ** (b)	TRAVEL EXPENSES *** (c)	TOTAL COST (a+b+c)
	Personnel Name	Category of Personnel				
Example	Joe Smith	Project Manager	\$150.00/hour	No. of hours		
FY 2014/15 (CONTRACT AWARD DATE TO MARCH 31, 2015)						
AHOUSAHT (MARKTOSIS) Figure 1						
KITKATLA (Figure 2)						
TEXADA ISLAND (Figure 3)						
BELLA BELLA (Figure 4) Optional						
HALFMOON BAY (Figure 5) Optional						
FY 2015/16 (APRIL 1, 2015 TO MARCH 31, 2016) - OPTION YEAR 1						
LAW KWYALAAAMS (Figure 6)						
KLEMTU (Figure 7)						
HARTLEY BAY (Figure 8)						
OCEAN FALLS (Figure 9) Optional						
NISGAVA VILLAGE OF GINGOLX (Figure 10) Optional						

GENERAL CONDITIONS

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Specifications
- 08 Replacement of Specific Individuals
- 09 Time of the Essence
- 10 Excusable Delay
- 11 Inspection and Acceptance of the Work
- 12 Invoice Submission
- 13 Taxes
- 14 Transportation Costs
- 15 Transportation Carriers' Liability
- 16 Payment Period
- 17 Interest on Overdue Accounts
- 18 Compliance with Applicable Laws
- 19 Ownership
- 20 Copyright
- 21 Translation of Documentation
- 22 Confidentiality
- 23 Government Property
- 24 Liability
- 25 Intellectual Property Infringement and Royalties
- 26 Amendment and Waivers
- 27 Assignment
- 28 Suspension of the Work

- 29 Default by the Contractor
- 30 Termination for Convenience
- 31 Accounts and Audit
- 32 Right of Set-off
- 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 and Certifications - Contract
- 42 Harassment in the Workplace
- 43 Entire Agreement
- 44 Access to Information

2035 01 (2013-04-25) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"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 Applicable Taxes;

"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;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"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 (2012-03-02) 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 conducted 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 (2013-06-27) 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, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
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 (2013-03-21) 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/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - 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. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do 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 (2013-03-21) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

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 not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. 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 (2012-07-16) 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 (2012-07-16) 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 (2012-11-09) Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition to complying with the *Code of Conduct for Procurement*, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

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

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. 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*, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* of Canada, or
 - c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
 - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or

- f. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
- g. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

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 Harassment Prevention and Resolution, 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.

2035 44 (2012-07-16) Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

INTELLECTUAL PROPERTY (CROWN OWNS)

01 Interpretation

02 Records and Disclosure of Foreground Information

03 Ownership of Intellectual Property Rights in Foreground Information

04 License to Intellectual Property Rights in Background Information

05 Contractor's Right to Grant License

06 Waiver of Moral Rights

4007 01 (2008-05-12) Interpretation

1. In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions" means the general conditions that form part of the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail.

3. If supplemental general conditions 4001 and 4003 are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.

4007 02 (2008-05-12) Record and Disclosure of Foreground Information

1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

4007 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information

1. All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.
2. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (année).
3. The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

4007 04 (2008-05-12) License to Intellectual Property Rights in Background Information

1. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
2. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
 - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the

- use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
- b. the right to disclose the Background Information to other governments for information purposes;
 - c. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
 - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:
 - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
3. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

4007 05 (2008-05-12) Contractor's Right to Grant Licence

The Contractor represents and warrants that it has the right to grant to Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Canada.

4007 06 (2008-05-12) Waiver of Moral Rights

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

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 differenced 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.

BIDDER CERTIFICATIONS

(COMPLETE/SIGN/DATE AND INCLUDE WITH TECHNICAL BID)

The Certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and 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.

F.1 CERTIFICATION OF EDUCATION/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 the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described in the Contract.

Signature of Authorized Company Official

Date

F.2 STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST, upon the request of the Contracting Authority, provide a copy of the certification by the non-employees proposed confirming permission and availability. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Signature of Authorized Company Official

Date

F.3 FEDERAL CONTRACTORS PROGRAM CERTIFICATION

Bidder Certification for Requirements exceeding \$25,000.00 but under \$200,000.00

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts 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 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more 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 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site: www.hrsdc.gc.ca

The Bidder acknowledges that the President shall rely on this certification to award the Contract. Should a verification by the President disclose a misrepresentation on the part of the Bidder, the President shall have the right to treat any contract resulting from this bid as being in default, and to terminate it pursuant to the default provisions of the Contract.

Signature of Authorized Company Official

Date

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.

F.4 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