



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

23 December 2014

Subject: **REQUEST FOR PROPOSALS: F5211-150007**

**COLLECTING, CODING AND FILING OF STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)**

Sir/Madam,

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM (Atlantic Time), on 12 February 2015. Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

**TENDER SUBMISSION – F5211-150007
COLLECTING, CODING AND FILING OF STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)**

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from www.buyandsell.gc.ca. Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting contract.

The successful bidder will be expected to enter into a Contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Contract will be from 01 April 2015 to 31 March 2016 with the possibility two (2) additional option periods of one (1) year each, at the discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the two years.

All questions regarding this request for proposals should be submitted in writing, no later than 03 February 2015. The department may not be able to respond to questions submitted after that date.

For further information, please contact the Contracting Authority, Jean-Yves Hamel, by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards,



Jean-Yves Hamel
Senior Contracting Officer
Procurement Hub - Fredericton Office
Materiel and Procurement Services - Financial and Materiel Management Operations
301 Bishop Drive, Office # 105
Fredericton, NB, E3C 2M6
Fisheries and Oceans Canada
Government of Canada
Hub E-mail: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Attach.

REQUEST FOR PROPOSALS

**COLLECTING, CODING AND FILING OF STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)**

- 1. Letter of Invitation**
- 2. OFFER OF SERVICES/CONTRACT FORM**
- 3. BIDDER INSTRUCTIONS**
- 4. TERMS OF PAYMENT**
- 5. STATEMENT OF WORK**
- 6. CERTIFICATIONS**
- 7. EVALUATION CRITERIA**
- 8. GENERAL CONDITIONS**
- 9. INSURANCE CONDITIONS**
- 10. PERSONNEL IDENTIFICATION FORM (PIF)**

Department of Fisheries and Oceans

Bid Closing Date: 12 February 2015
Bid Closing Time: 14:00 PM (Atlantic Time)
Financial Coding: 32110-510-120-4473-35110-6
Contract/File No: F5211-150007

OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS

COLLECTING, CODING AND FILING OF STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

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

3. CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the **OFFER OF SERVICES/CONTRACT FORM**, will form part of the contract:

1. **OFFER OF SERVICES/CONTRACT FORM** duly completed and signed;
2. Document titled attached hereto or referenced entitled "**GENERAL CONDITIONS**";
3. Document titled attached hereto, or referenced entitled "**TERMS OF PAYMENT**";
4. Document titled attached hereto, or referenced entitled "**STATEMENT OF WORK**";
5. Document titled attached hereto or referenced entitled "**INSURANCE CONDITIONS**"; and
6. Document titled attached hereto or referenced entitled "**PERSONNEL IDENTIFICATION FORM**".

4. SECURITY

The Contractor working under this Contract must hold a valid "Designated Organization Screening (DOS)" issued by the Canadian Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

The Contractor's resources working on this contract must hold a valid "Reliability Status" granted by the Canadian Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at security@dfo-mpo.gc.ca or at 418-648-5968.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the **PERSONNEL IDENTIFICATION FORM** attached hereto, providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

5. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

6. CONTRACT PERIOD

The Department of Fisheries and Oceans (DFO) has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as. The services are to be provided from 01 April 2015 to 31 March 2016 as detailed in the Statement of Work.

Option to extend the Contract:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional option periods of one (1) year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the **TERMS OF PAYMENT**.

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

7. PROPOSED PRICES

SERVICES AND ASSOCIATED COSTS

Bidders **MUST** provide **Firm Weekly Prices** for all three (3) periods. Firm Weekly Prices **exclude** all applicable taxes.

7.1 Contract Period (01 April 2015 to 31 March 2016)

For the provision of all services, including all associated costs necessary to carry out the required work:

Area	Approximate Level of Effort	Firm all inclusive Weekly Price for the entire work to be completed (GST/HST extra)	Calculated Price (Approximate Level of Effort x Weekly Price) (GST/HST extra)
<u>Magdalen Islands</u>	<u>33 weeks</u>		
<u>North Shore</u>	<u>34 weeks</u>		
<u>Gaspésie</u>	<u>33 weeks</u>		

Total calculated Price: \$ _____

7.2 Option Year 1 (01 April 2016 to 31 March 2017)

For the provision of all services, including all associated costs necessary to carry out the required work:

Area	Approximate Level of Effort	Firm all inclusive Weekly Price for the entire work to be completed (GST/HST extra)	Calculated Price (Approximate Level of Effort x Weekly Price) (GST/HST extra)
<u>Magdalen Islands</u>	<u>33 weeks</u>		
<u>North Shore</u>	<u>34 weeks</u>		
<u>Gaspésie</u>	<u>33 weeks</u>		

Total calculated Price: \$ _____

7.3 Option Year 2 (01 April 2017 to 31 March 2018)

For the provision of all services, including all associated costs necessary to carry out the required work:

Area	Approximate Level of Effort	Firm all inclusive Weekly Price for the entire work to be completed (GST/HST extra)	Calculated Price (Approximate Level of Effort x Weekly Price) (GST/HST extra)
<u>Magdalen Islands</u>	<u>33 weeks</u>		
<u>North Shore</u>	<u>34 weeks</u>		
<u>Gaspésie</u>	<u>33 weeks</u>		

Total calculated Price: \$ _____

Note: If prices are not provided for the option years, they will be considered to be the same as for the initial contract period.

8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

9. SUBMISSION

The Contractor submits herewith the following:

- a) **OFFER OF SERVICES/CONTRACT FORM**, duly completed and signed;
- b) **PROPOSAL**;
- c) **CERTIFICATIONS**, duly completed and signed; and
- d) **PERSONNEL IDENTIFICATION FORM**, duly completed.

10. IRREVOCABLE OFFER

- 10.1 The Contractor submits the tendered prices listed in Article 7 on the full understanding that these tendered prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.
- 10.2 The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.
- 10.3 In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

11. APPROPRIATE LAW

- 11.1 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.
- 11.2 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.

12. NO EXPRESS COLLABORATION

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

13. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this **OFFER OF SERVICES/CONTRACT FORM**, attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

14. RIGHTS OF THE MINISTER

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

15. REPLACEMENT OF PERSONNEL

15.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

15.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

15.3 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person;

c) Proof that the person has the required security clearance granted by Canada, if applicable.

15.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

15.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with paragraph 2 and paragraph 3(b) and 3(c), secure a further replacement.

15.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. ADDENDUM

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

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____

This _____ day of _____, 2014.

Contractor's signature _____

17. CONTRACTOR'S ADDRESS

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of the **OFFER OF SERVICES/CONTRACT FORM**.

18. AUTHORITIES

a) Contracting Authority:

The Contracting Authority for the contract is:

Jean-Yves Hamel

Senior Contracting Officer

Procurement Hub - Fredericton Office

Materiel and Procurement Services - Financial and Materiel Management Operations

Fisheries and Oceans Canada

301 Bishop Drive, Office # 105

Fredericton, NB, E3C 2M6

E-mail: jean-yves.hamel@dfo-mpo.gc.ca

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

b) Technical Authority: (Will be provided at time of Contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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

c) Contractor's Representative (Please submit this information)

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

19. SUPPLEMENTARY CONTRACTOR INFORMATION

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

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

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

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

19.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

20. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2015.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

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

**Accepted on behalf of Her Majesty the Queen in right of Canada
this _____ day of _____, 2015.**

Signature of Witness

For the Minister of Fisheries and Oceans

Jean-Yves Hamel
Senior Contracting Officer

BIDDER INSTRUCTIONS

1. DEFINITIONS

In the Request for Proposal

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

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.

3. TENDER OPENING

In the case of a Public Tender Opening:

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. In the event only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded

4. OFFICIAL TENDER FORMAT

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

5. REVISION OF TENDERS

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

6. TENDER SECURITY

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

7. CONTRACT SECURITY

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

8. INSURANCE

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

- 11.1. Incomplete or conditional tenders will be rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

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

13. CONDITION OF AWARD

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

14. RIGHTS OF CANADA

14.1 Canada reserves the right to:

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

TERMS OF PAYMENT

1. DEFINITION

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

2. BASIS OF PAYMENT

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

3. METHOD OF PAYMENT

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

4. INVOICE ADDRESS

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

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

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

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

5. LIMITATION OF EXPENDITURE

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

6. INVOICE SUBMISSION

- 6.1 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.
- 6.2 Invoices must show:
- a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 6.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 6.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

STATEMENT OF WORK

**COLLECTING, CODING AND FILING OF STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)**

SEASONS 2015, 2016 and 2017

**Department of Fisheries and Oceans
Statistics and Licensing Division
Quebec Region**

October 2014

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1. INTRODUCTION

1.1 Presentation

The Department of Fisheries and Oceans, Quebec Region (the Department)'s statistical system has been set up to provide the various Department stakeholders and the public with timely catch and effort data.

The Department uses these data to monitor and control the various fishing quotas allocated based on the various fleets and fish species. On another level, "Person-Boat-Licence" queries quantify the number of fishing licence holders and the number of vessels involved in these fisheries. In addition, the third key component of the statistical system involves plant production and labour.

Data collected in the statistical system are mainly from the various forms completed and provided by fish harvesters and various commercial fishery stakeholders.

1.2 Objectives and limitations

The purpose of these specifications is to retain the services of a firm to collect, code, validate, and file statistical forms for each of the three maritime areas covered by the Department: Gaspésie, the Magdalen Islands and the North Shore.

During the contract period, Statistical Services requires the various activities performed as follows:

Statistical records must be sent weekly, or based on the period defined by the resource managers, to the North Shore and Gaspésie Area offices. Plant records will mainly be sent to the Department by mail. Otherwise, they will be sent by bus or any other means deemed appropriate;

In the Magdalen Islands area, the records are collected directly from buyers, processors and from mailboxes installed for this purpose in the various ports of the archipelago;

The Department provides the equipment needed to send the forms (pre-addressed and pre-stamped envelopes);

Statistical records are coded weekly with codes provided by the Department (codes for species of fish, fishing gear, etc) (Article 3.1 Section 2, below);

Statistical records are validated weekly according to the procedures provided by the Department (Article 3.1 Section 3, below); and

Statistical records are filed weekly according to the instructions provided by the Department (Article 3.1 Section 4, below).

A weekly written report (MSword in french) dealing with any data collection problems must be sent to the Chief, Statistics and Licensing Division (SLD) and/or the Chief, Resource Management, Aboriginal Fisheries and Species at Risk/Chief, Resource management and aquaculture of the area in question.

For the Gaspésie area only. Before coding, 2 photocopies (Single side only) are going to be made of very poorly completed logbooks and those missing a lot of information. The number of forms to photocopy is estimated at 100 forms in total for one fishing season.

2. ORGANIZATION'S PRESENTATION

2.1 The client

2.1.1 The Department and the Quebec Region

STATUTORY RESPONSIBILITIES OF THE DEPARTMENT

The main responsibilities of the Department include: managing fisheries, conducting research in coastal waters and some inland waters; managing major waterways; maritime security; maritime commerce; international fisheries negotiations; oceanographic research; hydrographic surveys and charting as well as establishing and managing fishing ports and marinas, in all regions of Canada.

Under the *British North America Act*, the federal government has the exclusive right to regulate fisheries in coastal and inland waters, but some administrative responsibilities have been delegated to some provinces to various extents. As a result, the Department has full responsibility for managing all saltwater and freshwater fisheries in east coast provinces, the Northwest Territories and Yukon. The four inland provinces have jurisdiction over all fisheries. In British Columbia, the Department manages marine fisheries and anadromous (live in saltwater but spawn in freshwater) fisheries, while the provincial government manages freshwater fisheries.

In Quebec, the provincial government manages fisheries for all species of freshwater fish, as well as anadromous and catadromous fish (live in freshwater and spawn in saltwater), while other marine species are managed by the Department. The federal government is responsible for inspecting fish and fishery products for markets outside the province where they are produced, in all regions of Canada.

The *Fisheries Act* is the fundamental law that establishes the Department's legislative authority. Under the Act, regulations are established specifying the opening date, length, duration, and terms and conditions of the fishing season, types of gear that can be used, catch quotas, fish habitat protection, poaching, etc. Section 61 of the *Fisheries Act* defines the nature and scope of the statistical information the Department must collect to fulfil its mandate.

The Department is also responsible for enforcing the *Fish Inspection Act*, another important piece of legislation. Regulations under the Act ensure that fish are harvested and processed under sanitary conditions to protect consumers. This task is performed by Canadian Food Inspection Agency inspectors who must also ensure that fish products meet established standards.

QUEBEC REGION

Although the Department's headquarters are in Ottawa, the Department is highly decentralized, with offices in several regions of Canada. This decentralization allows Canada's various maritime regions to manage fish stocks and conduct specific research programs.

In Quebec, the Department's organizational structure is as follows:

- Regional Director General's Office;
- Regional Human Resources Branch;
- Regional Finance and Administration Branch;
- Regional Communications Branch;
- Regional Information Management Support Branch;
- Regional Policy and Economics Branch;
- Regional Coast Guard Branch;
- Regional Science Branch;
- Oceans and Habitat Regional Directorate; and
- Regional Fisheries and Aquaculture Management Branch.

In Quebec, the Department's objectives include establishing regional fish stock allocation policies that promote conservation, economic stability, industrial viability, and optimize profits between fish harvesters and producers who earn all or part of their income from fishing.

To meet these objectives, the Quebec Region has fisheries administrators and specialists who define the terms and conditions of the commercial fishery in Quebec, and enforce Department regulations.

Regional Headquarters offices are located at 104 Dalhousie in Québec. The Region also deals with fish harvesters and industry through three Area offices in Gaspésie, Sept-Îles and Cap-aux-Meules, as well as five district offices in Grande-Rivière, Sainte-Anne-des-Monts, Baie-Comeau, Havre-St-Pierre and Blanc-Sablon.

Fish harvesters can get help at these offices regarding all matters for which Regional Headquarters are responsible. These offices can provide a wide range of information on permits, statistics, regulations and port authority requirements. Ocean science staff and infrastructure are located at the Maurice Lamontagne Institute in Mont-Joli. Coast Guard management offers a full range of vessel traffic services that include prevention, control, monitoring and support.

2.1.2 Its legislation

Below is a list of key acts the Department Fisheries and Oceans is responsible for enforcing:

- Coastal Fisheries Protection Act, R.S.C. 1985, c. C-33;
- Fisheries Act, R.S.C. 1985, c. F14;
- Fisheries Development Act, R.S.C. 1985, c. F21;
- Fisheries Improvement Loans Act, R.S.C. 1985, c. F22;
- Fish Inspection Act, R.S.C. 1985, c. F-12;
- Fishing and Recreational Harbours Act, R.S.C. 1985, c. F-24;
- Freshwater Fish Marketing Act, R.S.C. 1985, c. F13;
- Great Lakes Fisheries Convention Act, R.S.C. 1985, c. F17; and
- Atlantic Fisheries Restructuring Act, R.S.C. 1985, c. A-14.

LINKS BETWEEN PROGRAM OBJECTIVES AND LEGISLATION	
LEGISLATION	PROGRAM OBJECTIVES
<p>Government Organization Act, 1979 - Section 5.</p> <p>An Act to Amend the Fisheries Act.</p>	<p>To undertake policies and programs in support of Canada's economic, ecological and scientific interests in the oceans and inland waters, and to provide for the conservation, development and sustained economic utilization of Canada's fisheries resources in marine and inland waters for those who derive their livelihood or benefit from these resources; and to coordinate the policies and programs of the Government of Canada respecting oceans.</p>
<p>Government Organization Act, 1979 - Section 5.</p> <p>Under the Canada Shipping Act, mariners must use DFO and CHS nautical charts.</p>	<p>Coordinate policies and programs of the Government of Canada respecting ocean sciences and technology; provide scientific information and advice regarding the description and forecasting of phenomena and processes linked to oceans, and security with respect to use of Canada's navigable waters.</p>
<p>Fisheries Act, Memorandum of Understanding with Environment Canada.</p>	<p>Conserve, protect, and develop fisheries resources and their habitat; provide scientific information and advice for the management and development of fisheries and fish habitat, and ecologically acceptable use of the aquatic environment; manage quotas, and manage and control commercial, recreational and Aboriginal fisheries in marine and inland waters, to conserve and enhance the benefits of resource use; and provide services and infrastructure in this regard.</p>

LINKS BETWEEN PROGRAM OBJECTIVES AND LEGISLATION	
LEGISLATION	PROGRAM OBJECTIVES
<p>Fish Inspection Act; Fisheries Development Act; Fisheries Act; Coastal Fisheries Protection Act; international conventions and treaties.</p>	<p>Ensure that national and international markets have confidence in the quality of Canadian fish products; promote increased consumption of these products; help the industry develop a more effective marketing system to become more competitive; and promote Canada's conservation and trade interests in the context of international agreements.</p>
<p>Government Organization Act, 1979 Fishing and Recreational Harbours Act (1978) Fisheries Improvement Loans Act</p>	<p>Coordinate policies and programs of the Government of Canada respecting ocean affairs; provide leadership, coordination and integrated administration services in support of the program; provide assessments and analysis, as well as advice on the planning of policies and programs affecting the current and future direction of Canada's fisheries and oceans interests; regulate capital equipment and infrastructure acquisition for the program, and provide a framework for their management.</p>

2.1.3 Quebec Region's main fisheries relationships

PRIVATE STAKEHOLDERS

- Fish harvesters' organizations;
- Regional fish harvesters' groups;
- Alliance des pêcheurs professionnels du Québec [Quebec Alliance of Professional Fish harvesters];
- Quebec Fish Processors Association (QFPA); and
- Fédération des pêcheurs semi-hauturiers du Québec [Quebec Federation of Midshore Fish harvesters].

PUBLICS STAKEHOLDERS

Provincial, Regional or Local	Federal
<ul style="list-style-type: none"> - Institut de la statistique du Québec - Centre spécialisé des pêches [Specialized fisheries centre] - Conseil régional de développement [Regional development council] - Quebec Department of Agriculture, Fisheries and Food - Quebec's Ministry of Sustainable Development, Environment and Parks - Regional County Municipalities - Université du Québec à Rimouski - 100 municipalities 	<ul style="list-style-type: none"> - Canada Economic Development - Human Resources and Social Development Canada - Public Service Commission - Quebec Council of Senior Federal Officials - Members of Parliament from coastal areas - Environment Canada - Public Works and Government Services Canada - Department of Fisheries and Oceans (Gulf Region) - Department of Fisheries and Oceans (Pacific Region) - Department of Fisheries and Oceans, (Maritimes Region) - Department of Fisheries and Oceans (Newfoundland Region) - Canadian Saltfish Corporation - Transport Canada

2.1.4 Statistical Services**STAFF**

The Statistical Services staff is divided between the Québec regional office and its Area offices on the North Shore, in Gaspésie and the Magdalen Islands.

The distribution of the workforce reflects both the volume of commercial fishing activities, and the decentralization of the statistical system where collecting, coding, batching and data entry operations are performed in the maritime areas.

3. TERMS OF REFERENCE

3.1 Nature of the Terms of Reference

The Department requires the contractor to deploy staff to its area offices of Gaspésie, Sept-Iles and Cap-aux-Meules. This staff must communicate in oral and written French with ease.

Also, this staff must be autonomous.

Despite the fact that the contractor's staff uses the tools provided by the Department to carry out their duties, the staff is not supervised by the latter.

The terms of reference covered by these specifications involves 4 components:

1. Collection

Obtain the following statistical forms from buyers of marine products (buyers), plants processing marine products (plants) or fishing industry stakeholders (stakeholders) designated by the Chief, SLD and the resource managers of the Gaspésie, North-Shore and Magdalen Islands areas:

- A: General purchase receipt;
- B: Weekly purchase receipt (lobster, mackerel and rock crab);
- C: Combined form, groundfish (landscape and portrait format);
- D: Combined form, shrimp;
- E: Combined form, snow crab;
- F: Combined form, molluscs (mobile gear);
- G: Combined form, green sea urchin;
- H: Logbook, rock crab and toad crab;
- I: Combined form, whelk;
- J: Combined form, pelagic species;
- K: Logbook, molluscs (hand harvesting);
- L: Logbook, bluefin tuna;
- M: Logbook, bait fishing;
- N: Combined form, lobster;
- O: Logbook, molluscs (hand harvesting);
- P: Logbook, clam (hand harvesting); and
- Q: All other statistical forms, as indicated by the Chief, SLD.

Gaspésie and the North Shore plant records are USUALLY SENT TO THE DEPARTMENT BY MAIL (Gaspé and Sept-Îles). Under exceptional circumstances, they may be sent by bus or any other means deemed appropriate by the Chief, SLD.

In the Magdalen Islands area, records are collected directly from buyers, plants or stakeholders and from mailboxes installed in the various ports of the archipelago.

The Department provides the equipment needed to send the forms (pre-addressed and pre-stamped envelopes).

Records must be sent every Monday to statistics staff managers at Area offices, unless otherwise advised by the Chief, SLD. The contractor assigned to this task takes necessary control measures to obtain statistical records from buyers, plants or stakeholders within the time required. In addition, the contractor is responsible for contacting buyers, plants or stakeholders who have not submitted their records and make sure to get them. Failures by buyers, plants or stakeholders to deliver the statistical forms are going to be flagged daily in a status report submitted to the SLD person responsible for fisheries management in the area.

2. Coding

Records collected from buyers, plants or stakeholders must be coded by the entrepreneur with codes issued by the Department. The contractor receives equipment required to perform this task from maritime Area office staff. The work must be done in Area offices. Upon receipt, statistics forms must remain in the Department's offices in order to **preserve the confidentiality of the data.**

Records must be coded in red ink. Modifying, altering or masking any incorrect data in original records is prohibited. If records need to be corrected, the contractor crosses out the information, in red ink, indicates initials and dates the correct information below.

3. Validation

The contractor validates coded records. This task involves verifying whether the information on the forms is compatible with the Department's databases. Procedures will be provided by Area office staff (Gaspésie, Cap-aux-Meules and Sept-Îles). The work must be done in Area offices.

4. Filing

The contractor **must file statistical records** in accordance with methods used by Department staff. This is done in the Area offices because all the forms are kept there in binders.

3.2 Deliverables

Collection and preliminary processing of statistical records are the core of the entire information system the Department has set up to monitor its policies and regulations.

The contractor must therefore fully comply with instructions in these specifications, as well as corrections and adjustments from the Chief, SLD, and resource managers in each area.

The contractor must collect the statistical documents listed at 3.1 above:

Magdalen Islands:

Once a week, the contractor obtains forms produced the previous week, from the buyers, plants or stakeholders, and performs tasks related to his/her collection unit.

Collection period: **Approximately 33 weeks** between April 1 and December 15 of each year. The Department specifies the dates and number of weeks about one month before the start of the fishing season for each year under the agreement.

North Shore:

Once a week, the contractor obtains forms produced the previous week, from the buyers, plants or stakeholders, and performs tasks related to his/her collection unit.

Collection period: **Approximately 34 weeks** between April 1 and December 15 of each year. The Department specifies the dates and number of weeks about one month before the start of the fishing season for each year under the agreement.

Gaspésie:

Once a week, the contractor obtains forms produced the previous week, from the buyers, plants or stakeholders, and performs tasks related to his/her collection unit.

Collection period: **Approximately 33 weeks** between April 1 and December 15 of each year. The Department specifies the dates and number of weeks about one month before the start of the fishing season for each year under the agreement.

The Department agrees to provide the supplier with the following equipment needed to perform the work (through its information system, at the beginning of the contract and at the beginning of every other optional year). This confidential information must remain at the Department's offices:

- An alphabetical list of the owner-operators and their boats;
- An alphabetical list of the boats;
- A list of boats by vessel registration number (VRN);
- A list of quota codes by species;
- A list of conversion factors;
- A list of class codes;
- A list of quota groups;
- A list of gear types and their numerical codes;
- A map showing the North American Fishing Organization (NAFO) divisions and sub-divisions; and
- Record delivery envelopes.

These records must be delivered to the Department when the fishing season is over.

With respect to coding quality control and data validation, audits are conducted by area staff using the Québec mainframe validation programs, and by SLD staff.

3.3 Tasks

3.1.1 Collection unit: Gaspésie

1. Tasks

- 1.1 Collect statistical records from the buyers, plants or stakeholders that are assigned to him/her within the collection unit, at the specified frequency;
- 1.2 Contact any buyers, plants or stakeholders who did not submit the designated forms and take necessary steps to obtain them;
- 1.3 Check the records that have been collected; ensure that required information is shown on each record; and take necessary steps to obtain any missing information;
- 1.4 Write the numerical codes on the relevant records using the lists provided by the Department;
- 1.5 Validate the data in the statistical records as instructed by the person responsible for fisheries management (Article 3.2 Section 3, above);
- 1.6 File statistical records, as instructed by the person responsible for fisheries management;
- 1.7 Before coding, 2 (single sided) photocopies are going to be made of very poorly completed logbooks and those missing a lot of information (in total for one fishing season, about 100 forms will have to be photocopied); and
- 1.8 Send the Gaspésie Chief, SLD and/or the Chief, Resource Management, Aboriginal Fisheries and Species at Risk a written report (MSword and in french) of any difficulty in obtaining the required information on statistical records or any weekly delivery issues;

2. Buyers, plants or stakeholders

Records are collected from buyers, plants or stakeholders buying or selling fish in the Gaspésie area, a group of about fifty (50) buyers, plants or stakeholders. The complete list is supplied at the beginning of the season by the Chief, Resource Management, Aboriginal Fisheries and Species at Risk of the area; and

The Chief, SLD, and the Chief, Resource Management, Aboriginal Fisheries and Species at Risk may delete or add buyers, plants or stakeholders to the list, as required.

3. Reception of documents

Buyers, plants or stakeholders send their statistical records to the Gaspésie Department office, the Monday following the week of the transaction between the buyer, the plant and the fisherman.

3.3.2 Collection unit: Magdalen Islands

1. Tasks

- 1.1 Collect statistical records from the buyers, plants or stakeholders that are assigned to him/her within the collection unit, at the specified frequency;
- 1.2 Contact any buyers, plants or stakeholders who did not submit the designated forms and take necessary steps to obtain them;
- 1.3 Check the records that have been collected; ensure that required information is shown on record; and take necessary steps to obtain any missing information;
- 1.4 Write the numerical codes on the relevant records using the lists provided by the Department;
- 1.5 Validate the data in the statistical records as instructed by the Department (Article 3.1 Section 3, above) ;
- 1.6 File statistical records, as instructed by the Department; and
- 1.7 Send the Magdalen Islands Chief, SLD, and the Chief, Resource management and aquaculture a written status report (MSword and in French) of any difficulty in obtaining the required information on statistical records or any weekly delivery issues;

2. Buyers, plants or stakeholders

Records must be collected from about fifteen (15) buyers or stakeholders, and at the various Department service locations in some ports in the archipelago. The complete list will be sent at the beginning of the season by the area resource manager.

The Chief, SLD, and/or the Chief, Resource management and aquaculture will delete or add buyers or stakeholders to the list, as required.

3. Collection of documents procedures

Early in the week, the contractor picks up the documents from mail boxes located in some ports and directly from some plants of the archipelago. The contractor will be supplied with the list of these locations at the beginning of the fishing season by the Department.

3.3.3 Collection unit: North Shore

1. Tasks

- 1.1. Collect statistical records from the buyers, plants or stakeholders that are assigned to him/her within the collection unit, at the specified frequency;
- 1.2. Contact any buyers, plants or stakeholders who did not submit the designated forms and take necessary steps to obtain them;
- 1.3. Check the records that have been collected; ensure that required information is shown on each record; and take necessary steps to obtain missing information;
- 1.4. Write the numerical codes on the relevant records using the lists provided by the Department;
- 1.5. Validate the data in the statistical records as instructed by the person responsible for fisheries management (Article 3.1 Section 3, above);
- 1.6. File all statistical records, as instructed by the person responsible for fisheries management; and
- 1.7. Send the North Shore Chief, SLD, and the Resource and Aboriginal Affairs manager a written report (MSword and in French) of any difficulty in obtaining the required information on statistical records or any weekly delivery issues.

2. Buyers, plants or stakeholders

There are about thirty (30) buyers, plants or stakeholders on the North-Shore. The complete list is going to be sent at the beginning of the season by the area Resource and Aboriginal Affairs manager.

The area Chief, SLD, and the Resource and Aboriginal Affairs manager may delete or add buyers or stakeholders to the list, as required.

3. Reception of documents

The statistical records must be sent to the Sept-Îles Department office the Monday following the week of the transaction between the buyer, the plant, the stakeholder and the fisherman.

3.4 Product delivery

The contractor must ensure the tasks assigned to its staff are performed **weekly**.

3.5 Quality of work

The quality of work will be evaluated by the Department's staff in each area office of Gaspésie, Magdalen Islands and the North-Shore.

The SLD notifies the contractor by writing, should an issue occurs about the quality of the work performed. The contractor must remedy the situation as soon as possible.

To ensure staff performance meets its quality standards, the Department may require that the staff in each area participate in a training session at the Department's offices. This decision is at the Department's sole discretion, and based on the staff's level of experience.

CERTIFICATIONS

1. CERTIFICATION OF FORMER PUBLIC SERVANT

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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 adjustment 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 Applicable Taxes.

EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Bidders should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The following mandatory criteria will be evaluated:

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The bidder must have a minimum of two (2) years of experience in the field of commercial fisheries in Quebec.		
M2	The bidder must use staff that has a minimum of two (2) years of experience in the field of commercial fisheries in Quebec to perform the work.		
M3	The bidder must use staff that has a high school diploma (DES) to perform the work.		
M4	The bidder must have work experience related to statistical data collection work in the field of commercial fisheries in Quebec.		
M5	The bidder must have staff with experience related to statistical data collection work in the field of commercial fisheries in Quebec to perform the work.		

In their bids, bidders must submit proof and demonstrate that they meet each mandatory criterion stated above.

FINANCIAL EVALUATION:

Financial Evaluation of the bids will be the sum of the proposed firm total prices for the three (3) years (Aggregate amount).

BASIS OF SELECTION:

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

GENERAL CONDITIONS (PROFESSIONAL SERVICES)

- 1. THE FOLLOWING DEFINITIONS APPLY TO THIS CONTRACT.**
- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro-rated accordingly.
- 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10 "Prototypes" includes models, patterns and samples.
- 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.12 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.
- 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14 A cross reference to a section number is a reference to all its sub-sections.

- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

- 2.1 In the event of discrepancies or conflicts between these General Conditions and anything in the other documents that together form the Contract, these General Conditions govern except that if there is a conflict between these General Conditions and the Articles of Agreement, the Offer of Services, or such similar document, then the Articles of Agreement, the Offer of Services, or such similar document, whichever may be the case, shall govern.

3. SUCCESSORS AND ASSIGNS

- 3.1 The Contract shall ensure the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

- 5.1 Time is of the essence of the Contract and every part thereof, except as may be otherwise provided.

6. FORCE MAJEURE

6.1 A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that:

- 6.1.1 was beyond the reasonable control of the Contractor;
- 6.1.2 could not have reasonably been foreseen;
- 6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and
- 6.1.4 occurred without the fault or neglect of the Contractor,

may, subject to subsections 6.2, 6.3 and 6.4 constitute an “excusable delay” provided that the Contractor invokes this subsection by giving notice pursuant to subsection 6.4.

6.2 If any delay in the Contractor’s performance of any obligation under the Contract is caused by delay of a subcontractor, such a delay may constitute an “excusable delay” by the Contractor, only if the delay of the subcontractor meets the criteria for an “excusable delay” by the Contractor pursuant to this section and only to the extent that the Contractor has not contributed to the delay.

6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”

6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:

- 6.4.1 used its best efforts to minimize the delay and recover lost time;
- 6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;
- 6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and
- 6.4.4 carried out the work-around-plan approved by the Minister.

6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.

6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.

6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

7. INDEMNIFICATION

7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:

7.1.1 any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s employees or agents in performing the Work or as a result of the Work;

7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and

7.1.3 the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor’s obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

7.2 The Contractor’s liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty’s other rights.

8. NOTICES

8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail, facsimile or other electronic means that provides a paper record of the text of the notice and confirmation of its receipt by the person at the address stipulated in the Contract. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, on the date upon which the postal receipt is signed by the recipient; if by facsimile or other electronic means, on the date on which it was successfully transmitted, and if in person, on the date of delivery.

9. TERMINATION FOR CONVENIENCE

- 9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
- 9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
- 9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
- 9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.

9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:

10.1.1 the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or

10.1.2 the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

10.2 If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.

10.3 Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.

10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.

10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be govern by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2 The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3 The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4 The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.
- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. CONTRACTOR STATUS

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.
- 13.5 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.1(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

14. WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.
- 14.2 The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

- 15.1 No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise there from.

16. AMENDMENTS AND WAIVER

- 16.1 No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.
- 16.2 No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

17. HARASSMENT IN THE WORKPLACE

- 17.1 The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address:
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.
- 17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.
- 17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.
- 17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8 If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9 The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10 The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. INTELLECTUAL PROPERTY

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

19. PAYMENT BY THE MINISTER

- 19.1 Applicable when the Terms of Payment specify PROGRESS Payments.
- 19.1.1 Payment by the Minister to the Contractor for the Work shall be made:
- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
 - ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed,
- Whichever is later.
- 19.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or
- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

19.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 For the purposes of this Section:

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

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

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

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

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

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

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

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

21. SCHEDULE AND LOCATION OF WORK

21.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

21.2 If the Work is performed at locations other than DFO's offices, the time schedule and location of Work shall be in accordance with the Contract.

22. MINISTER'S RESPONSIBILITIES

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

23. CERTIFICATION - CONTINGENCY FEES

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

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

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

23.4 In this section:

23.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

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

24. PRICE CERTIFICATION

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

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

- 25.1 It is a term of the Contract that:

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

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

26. INTERNATIONAL SANCTIONS

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

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

- 26.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.

- 26.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

27. OFFICIAL LANGUAGES

- 27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

28. ENTIRE AGREEMENT

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

29. ENVIRONMENTAL CONSIDERATIONS

- 29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 29.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 29.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Oceans Standing Orders, Policies and Procedures relating to environmental protection.
- 29.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 29.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.

30. HEALTH AND SAFETY

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

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

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

31.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.

31.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.

31.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. F5211-150007 and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

31.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.

- 31.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 31.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

32. THE CODE OF CONDUCT FOR PROCUREMENT

- 32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 32.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 32.3 For further information, the Contractor may refer to the following PWGSC site: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

INSURANCE CONDITIONS

1. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**PERSONNEL IDENTIFICATION FORM (PIF)
FISHERIES AND OCEANS CANADA**

Contract / file number:	F5211-150007
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**PROJECT TITLE: COLLECTING, CODING AND FILING STATISTICAL RECORDS
(Gaspésie, Magdalen Islands and North Shore)**

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Expiry Date	Meet / Does not met	Comments

Supervisor's/Manager's signature: _____ **Date:** _____
(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

For Use at Fisheries and Oceans Canada / Authorization of Contracting Security Authority

I approve. I do not approve based on:

Organization Security Authority:

Print name: _____ **Signature:** _____

Date: _____

