



Materiel and Procurement Services  
Station 9W087, 9th Floor,  
200 Kent Street,  
Ottawa, Ontario K1A 0E6

January 27, 2015

Subject: Request for Proposal No. **FP802-140419**  
**Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment**  
**and Fish Habitat Restoration Planning**

Dear Sir/Madam:

Fisheries and Oceans Canada has a requirement for above-mentioned services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The services are to be performed during the period commencing upon the date of award of the contract and are to be completed by March 31<sup>st</sup>, 2016 as detailed in the Statement of Work.

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

Materiel and Procurement Services  
Station 9W087, 9th Floor,  
200 Kent Street,  
Ottawa, Ontario K1A 0E6

ATTENTION – Nancy L. Stanford  
Phone: 613-993-1550

Your proposal should, clearly indicating the title of the work, be received by 2 pm (14:00 Hours) Eastern Standard Time on: Wednesday, February 10<sup>th</sup>, 2015.

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

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.



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

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 [russell.gray@dfo-mpo.gc.ca](mailto:russell.gray@dfo-mpo.gc.ca) or at 519-464-5151.

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 Form "G-1" (Confirmation of Security Status) attached hereto as Appendix "G", 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.

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

Bidders should note that all questions regarding this request for proposals must be submitted in writing, no later than Thursday, February 5<sup>th</sup>, 2015 at 2 pm (14:00 hours) Eastern Standard time to the contract authority, Nancy Stanford, at [nancy.stanford@dfo-mpo.gc.ca](mailto:nancy.stanford@dfo-mpo.gc.ca). The department may be unable to respond to questions submitted after that date.

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

Yours Truly,

Nancy L. Stanford  
Senior Contracting Officer  
Fredericton Procurement Hub



**APPENDICES**  
**REQUEST FOR PROPOSAL – FP802-140419**

**Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning**

**Letter of Invitation**

**Annex 1**

Offer of Services / Contract Form

**Appendix "A"**

General Conditions

**Appendix "B"**

Terms of Payment

**Appendix "C"**

Statement of Work

**Appendix "D"**

Evaluation Criteria

**Appendix "E"**

Instructions to Tenders

**Appendix "F"**

Security Requirements

**Appendix "F-1"**

Personal Identification Form (PIF)

**Attachment**

ENVELOPE TEMPLATE



Fisheries and Oceans Canada

Bid Closing Date: February 10th, 2015
Time: 2 pm (14:00 Hours) Eastern Time
Contract/File No: FP802-140419

OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning

1. PROPOSAL SUBMITTED BY:

Blank lines for entering proposal submitter information

(Complete Name and Address)

2. PERFORMANCE OF WORK

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

3. CONTRACT DOCUMENTS

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

- 1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document marked Appendix "A", Conditions" attached hereto or referenced entitled "General Conditions";





3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
5. Document marked Appendix "E", attached hereto, or reference entitled "Insurance Conditions";
6. Annex 3 - Proposal.

4. **SECURITY**

All contractors working under this contract must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of bid submission to allow them access to Fisheries and Oceans' restricted office areas.

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

5. **DISCREPANCIES**

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

6. **CONTRACT PERIOD**

The Contractor hereby offers to perform the work commencing on the date of acceptance of this Offer and is to be completed by March 31, 2016.

7. **TENDERED PRICES**

**PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

**Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning**

**7.1 Contract Period (Award to March 31, 2016)**

For the provision of all professional services, including all associated costs necessary to carry out the required work. Breakdown of payments will be as follows:

**7.1.1 Initial Research and Consult-(Contract Award to March 31, 2015)**



- Review Existing Background information
- Perform desktop analysis to determine impact extent, baseline understanding of hydrology, hydraulics and geology
- Determine natural rates of channel adjustment

**FOR AN AMOUNT NOT TO EXCEED \$ \_\_\_\_\_ + GST/HST**

**7.1.2 Field Reconnaissance and field collection to presentation of report  
(April 1, 2015 to July 31, 2015)**

- Undertake field reconnaissance and detailed field data collection
- Characterize existing conditions of stream in terms of channel dynamics
- Complete a report capturing expert opinion of state of aquatic ecosystem as a result of large water volume release and how it relates to health of aquatic environment

**FOR AN AMOUNT NOT TO EXCEED \$ \_\_\_\_\_ + GST/HST**

**7.1.3 Prepare final reports and present engineered drawings  
(August 1, 2015 to October 31, 2015)**

- Completion of final report including hydrological assessment and hydraulic analysis
- Presentation of engineered stamped drawings based on fluvial geomorphological assessment which incorporate fish habitat expert's recommendations for restorative actions

**FOR AN AMOUNT NOT TO EXCEED \$ \_\_\_\_\_ + GST/HST**

**TOTAL PRICE (7.1.1 + 7.1.2 + 7.1.3) \$ \_\_\_\_\_ + GST/HST**

**FOR EVALUATION PURPOSES:**

**7.2 Optional Payment (November 1, 2015 to March 31, 2016)**

**Court Testimony – Estimated Number of Days 10**

**\$ \_\_\_\_\_ PER DIEM**

**Total Price: 10 X per diem rate \$ \_\_\_\_\_ = Total Price \$ \_\_\_\_\_**



**8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

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

**9. SUBMISSION**

The Contractor submits herewith the following:

- a)     **ANNEX 1                            OFFER OF SERVICES/CONTRACT FORM  
(DULY COMPLETED AND SIGNED)**
- b)     **APPENDIX "B"        Terms of Payment, completed and signed;**
- c)     **APPENDIX "G-1"    Personnel Identification Form**
- d)     **ANNEX 3                            Proposals**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

**10. IRREVOCABLE OFFER**

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of one hundred and twenty (120) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed



to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

**11. APPROPRIATE LAW**

- a) 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.
- b) 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.

**12. NO EXPRESS COLLABORATION**

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

**13. CONTRACT**

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

**14. RIGHTS OF THE MINISTER**

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

**15. REPLACEMENT OF PERSONNEL**



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

16. **ADDENDUM**

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

ADDENDUM NO.	DATE
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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





**17. CONTRACTOR'S ADDRESS**

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

**18. DEPARTMENTAL PERSONNEL**

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

**Nancy L. Stanford**

Senior Contracting Officer | Agente principale des contrats  
Materiel and Procurement Services | Services du matériel et des acquisitions  
Fisheries and Oceans Canada | Pêches et Océans Canada  
Station 9W087, 9th Floor,  
200 Kent Street,  
Ottawa, Ontario K1A 0E6  
[Nancy.stanford@dfo-mpo.gc.ca](mailto:Nancy.stanford@dfo-mpo.gc.ca)

**PROJECT AUTHORITY**

(To be completed upon contract award)

---

---

---

---



**19. SIGNATURE FOR OFFER OF SERVICES**

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

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 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**

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



## APPENDIX "A"

### GENERAL CONDITIONS PROFESSIONAL SERVICES

#### 1. IN THE CONTRACT,

- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by 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 to 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 governed 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.

#### **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](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. OWNERSHIP OF 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 percent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

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 (4<sup>th</sup> 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 Ocean's 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. F5211-140280", 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](mailto: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](http://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>



## APPENDIX "B" TERMS OF PAYMENT

### 1. DEFINITION

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

### 2. BASIS OF PAYMENT

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

### 3. METHOD OF PAYMENT

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

### 4. INVOICE ADDRESS

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

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





below:

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

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

**5. LIMITATION OF EXPENDITURE**

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

**6. PROVINCIAL SALES TAX**

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

British Columbia	1000-5001
Manitoba	390516-0

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

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

**Quebec Sales Tax (QST)**

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

---

Signature of Contracting Authority

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



**7. SUPPLEMENTARY CONTRACTOR INFORMATION**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory





## APPENDIX "C" STATEMENT OF WORK

### **Title**

**Western – Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning.**

### **Introduction**

Fisheries and Oceans Canada has a requirement for the services of a fluvial geomorphologist to assist with conducting habitat assessments and design of a fish habitat restoration plan based on the science of fluvial geomorphology. The work is to be carried out in Western - Central Alberta. The work is time sensitive with assessment, conclusions and plans to be completed by July 31, 2015. There may also be a requirement to attend court to speak to findings. A court date, if required is to be determined at a later date. In order to afford the federal government enough time to prepare appropriate documentation to support the court brief, all materials must be submitted no later than October 31, 2015.

### **Background**

Fisheries and Oceans Canada is currently engaged in assessing a large volume water release and requires expert opinion on the effects of the release as it relates to fish habitat, hydrology, natural channel function and valley stability.

Fisheries and Oceans anticipate that an expert in the field of fluvial geomorphology will be able to conduct an analysis of an aquatic ecosystems' responses to a sudden large water volume releases into its aquatic environment. The contractor will articulate the effects on the stream ecosystem. The contractor's findings will include engineered stamped drawings clearly showing the necessary stream restoration to be carried out and advice on long-term monitoring of the restoration works completed. These findings will also be incorporated into the preparation of an expert report on the effects of large volume water releases.

### **Contract Dates**

The intent is to establish a contract for the period of Contract Award to March 31, 2016.

### **Objectives**

The objective of this contract is to assess an aquatic ecosystem as it relates to mining operations/practises in Western Central Alberta (WCA). The contractor will utilize the science of fluvial geomorphology to provide expert assessment, conclusion and advice with relation to a select mining site in WCA. Expected deliverables include assessment documents, engineered stamped drawings, guidance and advice in support of a departmental expert report, and a fish habitat restoration plan.



The contractor will formulate an expert opinion that will be used to strengthen the Department of Fisheries and Oceans knowledge base of effects of large volume water release as a result of mining practises. It is expected that the successful contractor have the appropriate resources to contribute useful analysis and recommendations to enhance the departments understanding. The contractor must have qualified personnel, equipment and time.

The contractor's knowledge may be presented as testimony in a court of law and as such the company will provide a representative expert to speak to fluvial geomorphology assessment and findings.

### **Requirements**

The contractor will be an experienced environmental consulting firm that specializes in providing reliable insight into fluvial processes that are rooted in current scientific understanding, and can present viable solutions to watercourse concerns with the aim of promoting long-term stability and protection of fish habitat.

The contractor will apply the principles of fluvial geomorphological science to assess watercourses focusing on the form processes, function and interdependence of stream and surrounding ecosystems. The understanding of stream and hill slope hydrology and hydraulics is essential to completing the assessments. The relationship between hydrology and sediment transport will also be assessed at varying and temporal and spatial scales. A sound scientifically-defensible approach with regards to collecting field data will be required.

The successful contractor will have specialization in erosion hazard analysis and management. Their specialization with regards to erosion hazard analysis must include experience within fish-bearing waters and channel restoration not just non-fish-bearing water ways. The contractor must demonstrate a depth of experience by describing how many watercourses have been assessed. Typical projects would include; sub-watershed assessments, geomorphologic assessments of channel stability and erosion, stream rehabilitation, bank stabilization and natural channel design. The contractor must also demonstrate the species of fish that have been part of the scope of practise.

Fisheries and Oceans Canada will be assessing various watercourses in Western Alberta and will utilize the contractor's science based conclusions to develop comprehensive Fish Habitat Restoration Plans. Conclusions based on assessment findings will also be incorporated in the writing of an expert biological report of the assessed watercourses. Requirements include, but may not be limited to: a background review of available information, analysis of pertinent information, field reconnaissance, stream and valley restoration and long-term monitoring recommendations.

The tangible value of an expert in the field of fluvial geomorphology as it relates to the support it will offer Fisheries and Oceans' investigation is unparalleled. At present the department does not have an in-house expert in this field, it is crucial to retain a contractor that can provide, to the courts, an experienced practitioner in fluvial geomorphological science with complete



analysis on the effects of the sudden large volume water releases in to an aquatic ecosystem and surrounding environment.

Given the nature of the assessment more than one site visit will be necessary in order to compare the fluvial dynamics of the systems at different times of the year (spring freshet and late summer). Consideration may be given to conduct necessary field work in the spring/summer of 2015.

The successful contractor will have to provide court testimony and be able to articulate in a court of law their findings, conclusion and recommendation if required at a later date.

## Tasks

### Fluvial geomorphological assessment involves:

- Review existing background information including but not limited to the historic pre mining information of the aquatic ecosystems hydrology and any hydraulic analyses, including any operational monitoring of the affected aquatic ecosystem.
- Perform desktop analysis to determine impact extent, baseline understanding of hydrology, hydraulics and geology. Determine natural rates of channel adjustment.
- Use desktop based assessment to determine the meander belt width.
- Undertake field reconnaissance and detailed field data collection at selected locations.
- Characterize the existing condition of the stream within the study area in terms of channel dynamics.
- Contribute expertise to Fisheries and Oceans staff in support of the development of a fish habitat expert report. The timeline associated with this expectation is directly linked to the successful contractor's ability to articulate opinion based on their findings, analysis and conclusions. Expert opinions may be linked to a contractor's site visit, or desktop analysis of available data.
- Provide expert opinion on the environmental aspects of their assessment during meetings with DFO, their contractors, other agencies and representatives and Department of Justice as required by the Project Authority.
- Activities may include, but not limited to field reconnaissance, desk-top analysis (modelling) and any other means of acquiring data to produce reports with conclusions and recommendations in the form of engineered stamped drawings which incorporate fish habitat expert's recommendations for restorative actions. Also required will be recommendations for a monitoring plan that will be developed to evaluate restorative actions.



## **Deliverables**

- The contractor will provide a Site Report from a fluvial geomorphology perspective to enhance the departments understanding of a large water volume release upon an aquatic ecosystem and the corrective measures necessary to restore the aquatic system. The report will capture the expert's opinion on the state of an aquatic ecosystem as a result of large water volume release and how it relates to the health of the aquatic environment. This must include a hydrological assessment and hydraulic analysis.
- Based on the fluvial geomorphological assessment, the expert must clearly present a set of engineered stamped drawings which incorporate the fish habitat expert's recommendations for restorative actions as required. The contractor must clearly present a long-term monitoring plan.
- Provide assessment, conclusions and recommendations and documentation to be included as part of a fish habitat experts report.
- Provide Curriculum Vitae which include a summary of past experience qualifying the contractor as an expert witness in Court.
- If required, participation in court proceedings where the contractor will provide an expert testimony of fluvial geomorphology and the effects on fish and fish habitat.

## **Technical, Operational and Organizational Environment**

The successful contractor will be responsible for providing their own technical requirements. The context of this statement refers to the contractor's ability to meet the criteria of this contract by using whatever tools and resources are required to complete their assessment, draw conclusions and formulate their recommendations for restorative action. Fisheries and Oceans Canada will advise on organizational and operational requirements to integrate the contractor's expertise into production of an expert report.

The operational environment will include, but may not be limited to the geographic area of interest and its surrounding areas, any meeting place where the assessment, recommendations, review of documents is discussed and if required the court.

## **Ownership of Intellectual Property**

Copyright and all other intellectual property rights of the products belong exclusively to Her Majesty the Queen in Right of Canada as represented by Fisheries and Oceans Canada. No person may copy, archive, transfer, print, distribute or redistribute by any means.



**Exception 6.5 – Copyright** – The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

All deliverables must include the provision of electronic copies of all documents produced. Manuscripts must be compatible with Microsoft Office (XP). All products will be the property of DFO and published as such and may be subjected to modification by DFO. Electronic files must be fully editable.

## **Authorities**

### **Contracting Authority**

Nancy L. Stanford  
Senior Contracting Officer | Agente principale des contrats  
Materiel and Procurement Services | Services du matériel et des acquisitions  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6  
Tel: (506) 452-3623  
Fax: (506) 452-3676  
[nancy.stanford@dfo-mpo.gc.ca](mailto:nancy.stanford@dfo-mpo.gc.ca)

### **Project Authority**

The name of Project Technical Authority to be provided upon contract award.

### **DFO Obligations**

- Providing access to relevant documents in the government's possession including, government and departmental policies and procedures, publications, reports, studies.
- Providing access to staff that can offer assistance or support relative to the department's procedures, policy and legislation.
- Providing access to a staff member (Project Authority) who will be available to coordinate activities.
- Although it is the responsibility of the successful contractor to supply their own technical resource, including instruments that may be specific to their area of expertise, the Crown can provide access to facilities and equipment including field equipment, a workstation, telephone and audiovisual equipment.





### **Contractor's Obligations**

- The Contractor shall use their own computer and associated equipment (e.g. mouse, keyboard) to perform the requirements of this Contract until otherwise agreed to by the contractor and Project Authority.
- The Contractor shall complete the requirements of this Contract outside of federally owned or leased property.

### **Location of Work, Work site and Delivery Point**

The work will be carried out at the contractor's work site. All work will be completed remotely except for the meetings with the Project Authority and DFO Personnel to present the findings. The contractor should factor their time, travel and accommodation costs into their proposal, should travel be necessary.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

Deliverables are to be submitted to the Project Authority. A final draft report outlining the results of the contracted activities shall be delivered to the Project Authority in hard and electronic copy for review and comment prior to production of the final copy. The Department requires 10 business days to review a draft document. The work schedule must incorporate a review prior to finalization of each deliverable.

### **Language of Work**

All deliverables, including correspondence (written and oral) will be in English.

### **Security Requirements**

All representatives (employees servicing this contract) of the contractor must have at a minimum a "Reliability" security status at the time of bid submission. Supplier must have a reliability status to handle Protected B level documents.

### **Insurance Requirements**

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

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





protection.

### **Travel and Living**

The successful contractor will be responsible for their own travel arrangements and costs should be factored into the costs of their proposal.

### **Schedule and Estimated Level of Effort (Work Breakdown Structure)**

1. Review existing background information including but not limited to the historic pre mining information of the aquatic ecosystems hydrology and any hydraulic analysis, operational monitoring of aquatic ecosystems (Contract Award – April 2015).
2. Perform desktop analysis to determine impact extent, baseline understanding of hydrology, hydraulics and geology. Determine natural rates of channel adjustment and meander belt width (April 2015).
3. Undertake field reconnaissance and detailed field data collection at selected locations (April – August 2015).
4. Characterize the existing condition of the stream within the study area in terms of channel dynamics (July - August 2015).
5. A report capturing the expert's opinion on the state of an aquatic ecosystem as a result of large water volume release and how it relates to the health of the aquatic environment. This must include a hydrological assessment and hydraulic analysis (August – September 2015).
6. Based on the fluvial geomorphological assessment, the expert must clearly present a set of engineered stamped drawings which incorporate the fish habitat expert's recommendations for restorative actions as required (October - November 2015).
7. Based on the fluvial geomorphological assessment, the expert must clearly present a long-term monitoring plan (November - December 2015).
8. If required, participation in court proceedings where the successful contractor provide an expert testimony of fluvial geomorphology and the effects to fish and fish habitat (March, 2016).



## APPENDIX "D" EVALUATION CRITERIA

### **Evaluation Criteria & Selection Methodology**

#### Acceptance of Request For Proposal Terms and Conditions

By submitting a Proposal in response to this Request for Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Proposal, including the Statement of Work, Evaluation Criteria, Selection Methodology and any related appendices.

#### Evaluation of Proposals

Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "clearly demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work (SOW) is not sufficient.

In order to evaluate the number of years of experience attained, the Proposal shall, as a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years' experience attained, will result in the Proposal being declared NON-COMPLIANT.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2004; the total months of experience for these two project references are seven (7) months.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.

It is recommended that Bidders include a grid in their proposals, cross-referring the items of the SOW and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé evidence contained in their Proposals. Any misrepresentation discovered during the assessment will disqualify the entire Proposal from further evaluation.



Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly demonstrated evidence. As stated in the paragraphs above, any supporting documentation and/or résumés will be accepted as such evidence.

An evaluation team composed of government officials from the DFO/CCG Technical Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a perceived or actual conflict of interest position by participating. Evaluation members would be subject to Conflict of Interest Guidelines.

**1. 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.

**The proponent must 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.**

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

Mandatory Criteria	Compliance (Yes/No)	Reference to Bidder's Proposal
--------------------	------------------------	--------------------------------



<p><b>M1. Bidders must demonstrate they have fluvial geomorphological experience in assessment and restoration of harmfully altered, disrupted and destroyed fish habitat as described in the statement of work (SOW).</b></p> <p>To demonstrate their experience, bidders must provide details on one (1) previous study where a dam breach resulted in complete loss of aquatic habitat over a distance of at least one (1) km. The study must have included a complete channel and valley assessment, hydraulics analysis, and a fish habitat and riparian zone restoration plan clearly identified within a set of engineered stamped drawings similar to the requirements outlined in the SOW.</p>	<p>Yes</p> <p>No</p>	
<p><b>M2. Bidders must demonstrate past experience and success in working with aquatic ecosystem destruction resulting from large scale rapid water releases.</b></p> <p>The bidder must provide a detailed overview of one (1) previous study or report where they had past experience and success in working with aquatic ecosystem destruction resulting from large scale rapid water releases.</p>	<p>Yes</p> <p>No</p>	
<p><b>M3. Bidders must have provided in previous expert testimony demonstrating expertise in the application of fluvial geomorphology science to assess large scale catastrophic loss of fish habitat and associated riparian area.</b></p> <p>The bidder must include a detailed resume of the proposed resource indicating how the resource meets this mandatory requirement.</p>	<p>Yes</p> <p>No</p>	

\*\*\* Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed NON-COMPLIANT and therefore will not be given any further consideration.\*\*\*

**2. RATED REQUIREMENTS:**

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to



permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 70% of the total score (21 out of 30 possible points) of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 70% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

**In cases where more than one resource is being proposed for the same resource category and level EACH of the resources will be evaluated separately and the average of the two scores will be used for evaluation purposes for the criteria for the specific resource category and level.**

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the start and end dates of the work).

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p><b>R1. Experience in fluvial geomorphology as it relates to fish habitat and riparian zone destruction and the production of an associated restoration plan.</b></p> <p>The Bidder as a corporate entity should have experience in the last five (5) years in fluvial geomorphology as it relates to fish habitat and riparian zone destruction and production of an associated restoration plan.</p> <p><i>4 points for every year of such experience for a maximum of twenty (20) points</i></p>	20	



<p><b>R2. Experience in fluvial geomorphological studies which assessed a dam breach resulting in complete destruction of fish habitat over a distance of at least 1 (one) km.</b></p> <p>The bidder should provide details on the assessment including intended results and outputs including a fish habitat and valley restoration plan.</p> <p><i>5 points for every study for a maximum of twenty (20) points</i></p>	20	
<p><b>R3. Experience working on dam failures resulting in fish habitat destruction and extensive erosion and sedimentation including the production of fish habitat and valley restoration plans</b></p> <p><i>5 points for every year of such experience for a maximum of twenty (20) points</i></p>	20	
<p><b>R4. Experience in providing expert court and/or hearing and/or panel testimony related to any of the following: fish habitat restoration, aquatic ecosystems, or the assessment of large scale catastrophic loss of fish habitat and associated riparian area</b></p> <p>Bidders should demonstrate they have provided expert court and/or hearing and/or panel testimony related to any of the following: fish habitat restoration, aquatic ecosystems, or the assessment of large scale catastrophic loss of fish habitat and associated riparian area.</p> <p><i>5 point for every expert testimony experience for a maximum of twenty (20) points</i></p>	20	
<p><b>Minimum Score</b></p>	56	
<p><b>Total Score Available</b></p>	80	





### 3. SELECTION METHOD

#### 1. Basis of Selection

The Method of Selection to issue the resulting Contract is **Proposal - Best Overall Value**

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.

Where two or more proposals achieve the identical highest combined technical (80%) and financial (20%) score, the proposal with the **lowest total price** will be recommended for award of a TA Contract.

*For each proposal:*

**Calculation of Technical Score:** the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 30.

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 80$$

**Calculation of Financial Score:** the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be **Lowest TOTAL ESTIMATED COST (\$)** divided by Bidder's **TOTAL ESTIMATED COST**, multiplied by 30 points, as follows:

$$\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\$)}} \times 20$$

#### CALCULATION OF TOTAL SCORE:

[Bidder's **TECHNICAL SCORE** (80%)] + [Bidder's **FINANCIAL SCORE** (20%)] = Bidder's **TOTAL SCORE** (100%).

**The Number of Contracts to be awarded is One.**



## APPENDIX "E"

### INSTRUCTIONS TO TENDERERS

#### 1. DEFINITIONS

In the Request for Proposal

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

#### 2. TENDER CLOSING

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

#### 3. TENDER OPENING

In the case of a Public Tender Opening

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



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

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

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

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

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

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

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

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

#### **8. INSURANCE**

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



## 9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$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 one-hundred and twenty (120) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one-hundred and twenty (120) day period for acceptance of tenders for a further one-hundred and twenty (120) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

## 11. INCOMPLETE TENDERS

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



## **12. REFERENCES**

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

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

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

## **14. RIGHTS OF CANADA**

14.1. Canada reserves the right to:

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





## **APPENDIX "F"**

### **SECURITY REQUIREMENTS**

#### **RELIABILITY STATUS**

1. The Contractor shall, at all times during the performance of the Contract, all employees must have the Government of Canada at the level of RELIABILITY STATUS, "Protected B".
2. Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by PWGSC.
3. The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site (s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.
4. The Contractor must complete the Personnel Identification Form (PIF), attached hereto as Appendix F-1 providing the company name and address and full names and dates of birth of all individuals who will be providing services under this contract.



**APPENDIX "F-1"**

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

Contract / file number: **FP802-140419**

**PROJECT TITLE:**

**Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning**

Name:	Company
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

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

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Expiry Date:	Meet / Does not met	Comments
<b>CONTRACT - START DATE:</b>			<b>END DATE:</b>			

**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			
<b>Document Safeguarding Capability</b>			



**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:** \_\_\_\_\_



The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Request for Proposal Number: FP802-140419**

**Western-Central, Alberta (WCA) Watershed, Fluvial Geomorphology Assessment and Fish Habitat Restoration Planning**

**Due Date:** February 6<sup>th</sup>, 2015  
2:00 pm (14:00 hours) Eastern Standard Time

**BID/PROPOSAL**

**ATTENTION**  
**Nancy L. Stanford**  
**Senior Contracting Officer**  
Materiel and Procurement Services  
Station 9W087, 9th Floor,  
200 Kent Street,  
Ottawa, Ontario K1A 0E6  
Telephone: 613-993-1550