



**REQUEST FOR PROPOSAL – COVER SHEET**

TITLE: Shellfish sampling for biotoxin monitoring Côte-Nord

DATE OF RFP: January 19<sup>th</sup>, 2016

**Contracting Officer:**

Karine Chrétien

Telephone: (613) 773-7606

Facsimile: (613) 773-7616

**ADDRESS FOR BID DELIVERY:**

**EMAIL ADDRESS FOR BID DELIVERY ONLY: BidReceipt-ReceptiondeSoumission@inspection.gc.ca**

**\*\*Please clearly indicate the Request for Proposal (RFP) reference number in the Subject line of your email**

**Solicitation closes at: 14:00 hours local time (Ottawa, Ontario)**

**On: February 16<sup>th</sup>, 2016**

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.

**This Request For Proposal consists of the following:**

- i. This cover page;
- ii. Section: 1 RFP Terms and Conditions;
- iii. Section: 2 Selection Methodology;
- iv. Section: 3 Statement of Work
- v. Section: 4 Financial Proposal;
- vi. Section: 5 Contract Terms and Conditions.
- vii. Annex: Federal Contractors Program for Employment Equity Certification

**Contracting Authority:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Name and address of the Bidder**

**Telephone number:**

**Fax number:**

**Bidder's Signature:** The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



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## **SECTION 1 - RFP TERMS AND CONDITIONS**

### **1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this RFP is to seek proposals for services related to the collection of molluscan shellfish samples for biotoxin monitoring in Côte-Nord, Qc.

### **2.0 REVISION OF THE DEPARTMENTAL NAME**

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

### **3.0 PROPOSALS DELIVERY INSTRUCTIONS**

Proposals must be submitted to the Bid Receiving email address ([BidReceipt-ReceptiondeSoumission@inspection.gc.ca](mailto:BidReceipt-ReceptiondeSoumission@inspection.gc.ca)) **by the time and date indicated** on the cover.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted. Please clearly indicate the RFP reference number in the Subject line of your email.

### **4.0 BID FORMAT**

Proposals submitted in response to this RFP must be accompanied with a signed original of the bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.

### **5.0 LOWEST BID**

The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.

### **6.0 VALIDITY OF BID**

Bids will remain open for acceptance for a period of not less than **180 days** from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.

### **7.0 LANGUAGE**

Bid documents and supporting information may be submitted in either English or French.

### **8.0 APPLICABLE LAW**

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

### **9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME**

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.

### **10.0 PROPOSAL PREPARATION INSTRUCTIONS**

It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in three (3) separate sections as follows:

<b>Technical Proposal</b>	<b>(1 copy) "<u>with no reference to price</u>"</b>
<b>Financial Proposal</b>	<b>(1 copy)</b>
<b>Certifications</b>	<b>(1 copy)</b>

#### **10.1 PREPARATION OF TECHNICAL PROPOSAL**

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology in section 3.

#### **10.2 PREPARATION OF FINANCIAL PROPOSAL**

Costs shall not appear in any other area of the proposal except in the Financial Proposal section.

This section of the proposal shall include a cost summary of the services required as detailed in section 4. The total estimated amount of GST or PST is to be shown separately if applicable.

### **11.0 ENQUIRIES – SOLICITATION STAGE**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

**All enquiries must be in writing, directed to the Contracting Authority named herein.**



Enquiries must be received prior to 14:00 hours, Ottawa time, **14 days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

## 12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency  
Procurement and Contracting Service Centre  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9

**Attention: Karine Chrétien**

**Telephone: (613) 773-7606**

**Fax: (613) 773-7615**

**E-Mail: Karine.Chretien@inspection.gc.ca**

## 13.0 PROPOSAL AND PRE-AWARD COST

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

No cost incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

## 14.0 PROCUREMENT BUSINESS NUMBER

For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada revenue Agency Business Number.

All Canadian suppliers are required to have a PBN prior to contract award in order to receive a CFIA contract. In exceptional circumstances, CFIA may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.

Suppliers may register for a PBN in the Supplier Registration Information (SRI) service online at the Buy and Sell internet site at: <https://buyandsell.gc.ca>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, contact the Contracts Canada Info Line at 1-800-811-1148 or (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

## 15.0 PRICE SUPPORT

The CFIA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, as determined by CFIA at the time of the request:

- a) Current published price list;
- b) paid invoices for like items (like quality and quantity) sold to other customers;
- c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

## 16.0 RIGHTS OF THE CFIA-ACIA

16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:

- a) Without any cost to CFIA, submit questions or conduct interviews to seek clarification or verify any or all information provided by the Bidder with respect to the RFP. The CFIA will provide 48 hours to allow Bidders to respond.
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with one or more Bidders or any or all aspects of its proposal;
- d) Accept any proposal in whole or in part without prior negotiation;
- e) Cancel and/or re-issue this RFP at any time;
- f) Award one or more contracts, if applicable;
- g) Retain all proposals submitted in response to this RFP;
- h) Not accept any deviations from the stated terms and conditions;
- i) Incorporate all or any portion of the Statement of Work, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING RECOURSE IS PRESENT:

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or 418 ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:



- i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
  - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
  - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
  - iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

## 17.0 FINANCIAL STATEMENTS

In order to confirm a Bidder's financial capability to perform the subject requirement, the CFIA reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.

Should the Bidder provide the requested information to the CFIA in confidence while indicating that the disclosed information is confidential, then the CFIA will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

## 18.0 AMENDMENT

No amendments to this RFP shall be deemed valid unless effected by a written amendment issued by the CFIA.

## 19.0 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work to the fulfillment of this requirement.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from said person (or the employer of said person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

### 19.1 WORK FORCE REDUCTION PROGRAMS

As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- b) Terms and conditions of the lump sum payment incentive (including termination date);
- c) Rate of pay on which the lump sum payment was based;
- d) Whether or not the \$5,000 exemption has been reached.

In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after beginning the contract.

This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax and of Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

For the purpose of this solicitation, former public servants are defined as:

- a) An individual
- b) An individual who is incorporated
- c) A partnership made up of former public servants, or
- d) A sole proprietorship or entity where the affected individual has a major interest in the entity.



## **20.0 STATUS OF PERSONNEL**

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from such person (or the employer of such person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal for further consideration.

### **20.1 FORMER FEDERAL PUBLIC SERVANTS**

The Bidder must identify all individuals, officers and employees assigned to the bid/proposal that are former federal public servants in receipt of a pension of any department or agency of the Public Service of Canada.

## **21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE**

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

The Bidder hereby certifies that all of the information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be accurate.

Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described therein.

Should a verification by CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from RFP as being in default and terminate it accordingly.

## **22.0 INDEPENDENT SERVICES**

It is understood and agreed that the personnel which will be provided to perform the services set forth in the proposal are and will remain the Bidder's employees or resources providing independent services to the Agency and nothing in this RFP shall be read or construed as constituting such personnel as employees or servants of the Agency.

## **23.0 SUBSTANTIATION OF ALLEGATIONS**

The CFIA reserves the right to ask the Bidder to substantiate any claims made in the proposal.

The CFIA reserves the right to verify any allegations or substantiations and to declare the bid non-responsive for any of the following reasons:

- a) Unverifiable or untrue statements;
- b) Unavailability of any person(s) proposed on whose statement of education and experience the CFIA relied upon in determining the successful bidder.

## **24.0 SECURITY REQUIREMENTS**

There are no Security Requirements for this contract.

## **25.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml))

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **26.0 CONFLICT OF INTEREST**

CFIA has employed the assistance of private sector Bidders in the preparation of this solicitation. Responses to this solicitation from any such bidders or with respect to which such bidders is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.



**SECTION 2**  
**SELECTION METHODOLOGY & TECHNICAL EVALUATION**

**1.0 TECHNICAL PROPOSAL**

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein.

**1.1 MANDATORY EVALUATION CRITERIA:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

**1.2 POINT RATED EVALUATION CRITERIA:**

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (months and years) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

**1.3 CERTIFICATIONS:**

Bidders must submit the certifications specified in Section 1 of this RFP with their proposal or within two calendar days of a request by the CFIA. Demonstration of compliance with all items in Section 1 is mandatory prior to the issuance of any resulting contract. If the bidder does not provide any required information within the time limit requested, their proposal will be considered non-responsive and will receive no further consideration.

Compliance with the certifications the Bidder provides to Canada is subject to verification by CFIA during the proposal evaluation period (prior to contract awarded) and after contract award. The Contracting Authority shall have the right to ask for additional information to verify the Bidder's compliance to the applicable certification made knowingly, or any failure to comply with certifications or comply with request of the Contracting Authority for additional information will render the proposal non-responsive.

**1.4 BIDDER CLARIFICATIONS:**

The Bidder warrants that clarifications shall be made available upon request within two calendar days of a request by the CFIA. If the bidder does not provide any required information within the time limit requested, its proposal will be considered non-responsive and will receive no further consideration.

**2.0 EVALUATION CRITERIA**

Bidders should use the main headings below under the Mandatory Evaluation Criteria and Point Rated Evaluation Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.

**3.0 MANDATORY EVALUATION CRITERION**

The mandatory evaluation criterion for this request for proposals (RFP) is as follows:

<b>Mandatory criterion (MC)</b>		<b>Reference to proposal</b>
<b>MC1</b>	<p>The bidder must demonstrate that they possess a minimum of 2 years of experience sampling molluscan shellfish in the marine environment.</p> <p>The bidder must demonstrate the extent of their experience by providing examples of their involvement in other projects. A brief description of each project must be submitted and include the following information:</p> <ul style="list-style-type: none"> <li>- name of the organization or business ;</li> <li>- name, title, e-mail (if available), telephone and fax number of the contact person ;</li> <li>- description of the project or contract;</li> <li>- location of the project or contract ;</li> <li>- value of the project or contract ;</li> <li>- period of execution of the project or contract.</li> </ul>	





**4.0 POINT RATED EVALUATION CRITERIA**

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain a minimum overall pass mark of 50 points of an overall maximum of 70 in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

<b>Point rated criteria (PRC)</b>		<b>Reference to proposal</b>
<b>PRC1</b>	<p><b>Understanding of the mandate (Maximum : 10 points)</b></p> <p>The bidder shall demonstrate their understanding of the mandate :</p> <p><b>1) by explaining the procedure to be followed with respect to :</b></p> <ul style="list-style-type: none"> <li>- a preliminary visit to all shellfish areas listed in Appendix I;</li> <li>- sampling location determination;</li> <li>- sampling frequency;</li> <li>- how the size and quantity of the shellfish to be sampled will be respected;</li> <li>- how the temperature of the samples will be maintained;</li> <li>- containers used;</li> <li>- labels that will accompany the samples;</li> <li>- delivery of the samples to the laboratory.</li> </ul> <p><b>2) by detailing their responsibilities with respect to :</b></p> <ul style="list-style-type: none"> <li>- personnel implicated in the contract;</li> <li>- conflicts of interest;</li> <li>- necessary permit(s);</li> <li>- necessary materials;</li> <li>- quality control;</li> <li>- justification in the event that sampling cannot be completed according to the established frequency;</li> <li>- administrative responsibilities and the release of the CFIA from responsibility.</li> </ul> <p><b>3) by explaining the control measures related to :</b></p> <ul style="list-style-type: none"> <li>- the planned sampling schedule;</li> <li>- the sampling report;</li> <li>- the sample GPS coordinates;</li> <li>- the samplers implicated in the contract;</li> <li>- the annual visit to sampling stations with samplers.</li> </ul> <p><b>Point allocation :</b></p> <p>- 0.5 points will be granted for each item.</p>	
<b>PRC2</b>	<p><b>Bidder experience (Maximum : 42 points)</b></p> <p>The bidder shall demonstrate their degree of experience in the following areas :</p> <p><b>1) The sampling of molluscan shellfish in the marine environment (24 points)</b></p> <p><b>Point allocation :</b></p> <ul style="list-style-type: none"> <li>- 3 points for each year of experience beyond 2 years (to a maximum of 8 additional years).</li> </ul> <p><b>2) Project logistics and management (12 points) experience</b>, including scheduling, , budget planning, acquisition &amp; supply of equipment, supervision / training of personnel, quality control, observation of methods to ensure that work is done, etc.</p> <p><b>Point allocation :</b></p> <ul style="list-style-type: none"> <li>- 1,5 points for each year of experience beyond 2 years (to a maximum of 8 additional years).</li> </ul> <p><b>3) Personnel management (6 points) :</b> experience overseeing the various human resources involved in a given project.</p> <p><b>Point allocation :</b></p> <ul style="list-style-type: none"> <li>- 0,75 points for each year of experience beyond 2 years (to a maximum of 8 additional years).</li> </ul>	
<b>PRC3</b>	<p><b>Sampler identification (Maximum : 8 points)</b></p> <p>The bidder shall identify the samplers and the shellfish area(s) assigned to them: providing the name, address, telephone number and e-mail address (if available) of each resource assigned to a sampling sector.</p> <p><b>Point allocation :</b></p> <p>- 0,19 points for every shellfish area where a sampler has been designated.</p>	



Point rated criteria (PRC)		Reference to proposal																																																																																																												
<b>PRC4</b>	<p><b>Sampler experience (Maximum : 10 points)</b></p> <p>The bidder demonstrates the degree of experience (number of seasons*) their samplers possess sampling molluscan shellfish in a marine environment.</p> <p>* for the purposes of this contract, a « season » of experience is defined as a year during which a sampler has been engaged in sampling molluscan shellfish in the marine environment for a period of at least 6 months.</p> <p><b>Point allocation :</b></p> <p>Points are calculated by averaging the number of seasons of experience per shellfish area and is calculated as follows:</p> <ul style="list-style-type: none"> <li>- the sum of the number of seasons of experience of the sampler of each shellfish area sampled divided by the total number of shellfish areas*;</li> <li>* note that if a sampler has more than 10 seasons of experience, the maximum number of seasons of experience that can be used in the calculation is 10;</li> <li>- if a sampler is assigned to more than one shellfish area, their number of seasons of experience is used for each shellfish area assigned to them;</li> <li>- if a shellfish area does not have a designated sampler, the value to use in the calculation is 0.</li> </ul> <p><b>Example of the calculation for a sampling contract for 5 shellfish areas:</b></p> <ul style="list-style-type: none"> <li>• <b>Bidder “A”</b> will employ 5 different samplers (a, b, c, d and e) to sample shellfish areas 1-5. They have 12, 10, 8, 4 and 3 seasons of experience respectively;</li> <li>• <b>Bidder “B”</b> will employ 3 different samplers (X, Y and Z): Sampler “X” will sample shellfish areas 1 and 2 and has 6 seasons of experience. Sampler “Y” will sample shellfish areas 3 and 4 and has 5 seasons of experience. Sampler “Z” will sample shellfish area 5 and has 4 seasons of experience;</li> <li>• <b>Bidder “C”</b> will employ 3 different samplers (α, β, γ): Sampler “α” will sample shellfish areas 1 and 2 and has 15 seasons of experience. Sampler “β” will sample shellfish area 3 and has 6 seasons of experience. Sampler “γ” will sample shellfish area 4 and has 5 seasons of experience. A sampler has not been identified for shellfish area 5.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Bidder A</th> </tr> <tr> <th style="text-align: center;">Shellfish area</th> <th style="text-align: center;">Sampler</th> <th style="text-align: center;">Experience (Number of seasons)</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">a</td><td style="text-align: center;">12</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">b</td><td style="text-align: center;">10</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">c</td><td style="text-align: center;">8</td><td style="text-align: center;">8</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">d</td><td style="text-align: center;">4</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">e</td><td style="text-align: center;">3</td><td style="text-align: center;">3</td></tr> <tr> <td colspan="3" style="text-align: right;"><b>Total</b></td> <td style="text-align: center;"><b>35</b></td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>Average experience per shellfish area</b></td> <td style="text-align: center;"><b>35/5 = 7</b></td> </tr> </tbody> </table> <table border="1" style="width: 100%; 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### SECTION 3 STATEMENT OF WORK

#### 1. PURPOSE

To collect shellfish from forty-two (42) **shellfish areas** on the North Shore, thirty-nine (39) on a regular basis (identified in black in Appendix I) and three (3) on a periodical basis (identified in red in Appendix I), located between Tadoussac and Brador.

#### 2. PRICE

A price per sample delivered in good condition to the laboratory will be set for each of the following three regions:

- West of Shelldrake (Baie-Trinité) – **Region 1**
- From Shelldrake to Baie-Johan-Beetz – **Region 2**
- East of Baie-Johan-Beetz - **Region 3**

#### 3. TERM OF THE CONTRACT

The contract will be carried out starting March 1st, 2017 to December 31st, 2018, with the possibility of three (3) optional years.

#### 4. DESCRIPTION OF WORK

##### 4.1. PHASE I – PRELIMINARY RECONNAISSANCE STUDY OF THE SHELLFISH AREAS

Access to the Canadian Shellfish Sanitation Program (CSSP) internal mapping site (PRISM) will be granted to allow consultation of the map of all shellfish areas to be sampled.

A preliminary on-site visit (suggested time: 1 week) will be essential to:

- a) examine the shellfish areas first-hand in order to more effectively plan sampling and solve any problems that could affect the safety of personnel during the sampling;
- b) gather any useful information (on roads, wharves, equipment needs, means of transportation for shipping samples, etc.) that would better facilitate sampling efforts;
- c) meet and/or make arrangements with the shellfish representative from the Canadian Food Inspection Agency (CFIA) at the Gaspé office (this information will be provided upon the award of the contract).

##### 4.2. PHASE II – SHELLFISH SAMPLING AND SHIPMENT TO THE LABORATORY

This sampling is the basis of the Canadian Shellfish Sanitation Program (CSSP), the aim of which is to protect the public from paralytic, amnesic and diarrhetic shellfish poisoning, some of them being potentially fatal to the consumer. The results of the analysis of the samples collected will be used to recommend to the Department of Fisheries and Oceans (DFO) the closure of shellfish areas containing toxic shellfish. This information may also be used to reopen an area containing non-toxic shellfish.

###### a) Shellfish areas and species to be sampled

The shellfish areas and species to be sampled are identified in Appendix I. The sampling sites will have to be chosen to correspond to the sites frequented by the public. The boundaries of the areas mentioned in Appendix I may be revised during the term of the contract.

The CFIA may, at its discretion, change the location of 25% of the sampling sites and reduce or increase by 25% the number of sites to be sampled.

###### b) Sampling frequency

The shellfish areas described in Appendix I must be sampled once per week or once per month, according to the frequencies and for the periods indicated in Table 1.0 of Appendix II.

In addition, a certain number of shellfish areas will unexpectedly need to be re-sampled mid-week at the CFIA's request. Prior notice of 24 to 48 hours will be given at that time.

###### c) Quantity and size of shellfish to be sampled

Each sample must be of sufficient quantity to allow the analyses to be performed, that is, must contain at least 200 g of meat. All shellfish, both softshell clams and mussels, must be at least 4 cm long each.

###### d) Condition of samples

Samples must be kept at a temperature of approximately 4°C from the time they are collected until they reach their destination. This is to prevent the death and putrefaction of the shellfish, which could alter the result of analysis. The containers used must be manufactured in such a way as to prevent cross-contamination (from one sample to another) and shell breakage and. Net containers (onion bag style) must therefore not be used.



Each sample must be accompanied by a water-resistant (polyethylene) label upon which the following information has been entered legibly in indelible ink:

- sampling date
- sampling time
- species sampled
- official name and number of the shellfish area (see Appendix I)
- name of sampler (printed in block letters)
- signature of sampler

e) Destination and delivery schedule for samples

Samples shall be delivered to CFIA's Food Chemistry Laboratory in Longueuil (the address will be provided upon the award of the contract) no later than :

**Region 1** : Monday morning at 8:30 a.m.;

**Region 2** : Tuesday morning at 8:30 a.m.;

**Region 3** : Wednesday morning at 8:30 a.m.

The amount of time that elapses between the moment samples are collected at the sampling sites and the time they are received at the laboratory should not exceed forty-eight (48) to seventy-two (72) hours. At all time, all of the shellfish contained in the samples must be alive at the time of delivery.

For any problems associated with the samples delivery, the contact person is the CFIA shellfish representative at the Gaspé office.

## 5. CONTRACTOR

5.1 The contractor shall supply the competent staff to perform the required work, considering how vitally important the work is to public health, as follows:

- a) A project lead who is familiar with the planning and implementation of a contract of this type;
- b) Samplers who have been trained by and under the supervision of the contractor and who are familiar with the marine coastline. The samplers shall not be associated with any illegal activities related to shellfish.

5.2 The contractor hired to perform the sampling shall not be related directly or indirectly in any manner whatsoever to the shellfish exploitation industry.

5.3 Other responsibilities

The contractor shall:

- a) Obtain from the Fisheries Management Branch of the Department of Fisheries and Oceans a fishing licence for scientific purposes and pay the required fee. To this end, the contractor shall provide to the Resource Management Branch (address below) all of the relevant information and pay the required fee.

Department of Fisheries and Oceans  
Resource Management Branch  
104 Dalhousie Street, 3rd Floor  
Quebec City, Quebec, G1K 7Y7

Attention: André Drapeau  
Phone.: 418 649-6314  
Email : [andre.drapeau@dfp-mpo.gc.ca](mailto:andre.drapeau@dfp-mpo.gc.ca)

- b) Ensure that their samplers have in their possession all of the materials and equipment (vehicles, boats, etc.) required for the sampling, including the labels described in section 4 d);
- c) Ensure that its samplers complete the labels correctly; if any of its samplers fail to do so, and on notice from the CFIA, the contractor shall see to it that the required corrections are made before the next round of sampling. The contractor shall, upon notice from the CFIA, dismiss any sampler who does not make the requested corrections;
- d) Upon notice from the CFIA, dismiss any sampler repeatedly found to be non-compliant for any other reason deemed unacceptable by the CFIA;
- e) Be responsible for insuring that the proper species are collected at the designated sampling sites and that the shellfish remain in good condition until they arrive at the laboratory. The contractor shall also be responsible for the sample harvesting and shipment methods;
- f) In the event that conditions prevent the collection of one or more of the requested samples (ice, inclement weather, etc.), submit written justification to the CFIA in a manner acceptable to the Agency;
- g) Be responsible for all Quebec Pension Plan, employment insurance and workers' compensation deductions;
- h) Shall not hold the CFIA responsible for any and all liability of any kind whatsoever, for any reason whatsoever. This provision applies to any loss or damage incurred by the contractor or any other person.



## 6. **CONTROL MEASURES**

The contractor shall:

- a) Each Wednesday, complete Table 2.0 intitled “Planned Sampling Schedule” (see Appendix III), for the following weekend and submit it to the CFIA officer in Gaspé responsible for shellfish sampling;
- b) Each Monday morning, submit to the CFIA officer in Gaspé responsible for shellfish sampling a report on the weekend’s sampling activities by completing Table 3.0 intitled “Sampling Report” (see Appendix IV);
- c) Provide to the CFIA officer in Gaspé responsible for shellfish sampling, by June 30, 2017, the GPS coordinates of each sampling site. The contractor shall subsequently keep this information up to date at all times for the entire term of the contract;
- d) Provide its samplers with an identity card and a copy of the fishing licence that they will be required to show on request to officials of the Department of Fisheries and Oceans, Enforcement Branch (EB). A sample may be refused by the CFIA if the sampler cannot identify himself or herself, and the sampler may be prosecuted under the *Fisheries Act*;
- e) Provide to the CFIA officer in Gaspé responsible for shellfish sampling and to the Department of Fisheries and Oceans a list of all those who will be involved in the contract, and notify the CFIA officer in Gaspé responsible for shellfish sampling and the Department of Fisheries and Oceans in the event of any changes;
- f) Expect to be monitored from time to time by the CFIA, which must ensure that the sampling is being conducted in the manner prescribed (from a qualitative and quantitative standpoint). This is essential in view of the CFIA’s sectoral, regional, national and international responsibilities for control of shellfish toxicity;
- g) Sample, at least once a year, a station with each sampler. This verification shall be done during the first three months after the beginning of the harvest, and at all sampling stations. Where impossible to meet this requirement, a written derogation must be submitted for approval to the individual responsible for the shellfish program in the CFIA office in Gaspé. If necessary, this verification shall be repeated for each new sampler hired by the contractor. The reasons for choosing the stations visited shall be documented. A record of the results of all of the visits made shall also be kept and shall contain the following information as a minimum: name of the person in charge, name of the sampler visited, date, time, name and number of the shellfish area visited, and observations. These verifications must enable the contractor to insure that the samplers are taking the samples in the positions indicated to the CFIA.

## 7. **REFUSAL OF COLLECTED SAMPLES**

Any sample that does not meet the conditions outlined above may be refused and payment therefore cancelled. Should this situation arise, the contractor will be notified.



## APPENDIX I DESCRIPTION OF SHELLFISH AREAS

N.B.: The numbers and names of the shellfish areas to be sampled could change during the term of the contract. An official description of the shellfish areas is attached.

### 1. Pointe aux vaches N-01.1.2

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.135670 N 69.691780 W, seaward to 48.134140 N 69.691757 W, thence to 48.133999 N 69.686323 W, thence to 48.129131 N 69.672819 W, thence to 48.132765 N 69.666819 W, thence to 48.14586 N 69.65825 W, and thence shoreward to 48.148066 N 69.665673 W (Rochers du Saguenay).

From Snail rock to the rochers du Saguenay.

### 2. Baie des Petites Bergeronnes N-01.1.4

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.213000 N 69.582895 W (West of the mouth of Rivière des Petites Bergeronnes), seaward to 48.210144 N 69.583025 W, thence to 48.208829 N 69.57628 W, thence to 48.21381 N 69.569605 W, and thence shoreward to 48.216049 N 69.571649 W (Pointe Sauvage), including the waters of Rivière des Petites Bergeronnes' estuary.

From the west of the mouth of Rivière des Petites Bergeronnes to Pointe Sauvage, including the waters of Rivière des Petites Bergeronnes' estuary.

### 3. Batture à Théophile (Batture de Bon-Désir) N-01.2.2

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.228733° N 69.553613° W (pointe à John), seaward to 48.222895° N 69.55153° W, thence to 48.22568° N 69.533383°W, thence to 48.242484° N 69.497866°W, thence to 48.250219° N 69.487900° W, and thence shoreward to 48.260238° N 69.503286°W.

From a point on the shore 1.35 km west from cayes de Bon-Désir.

### 4. Îles Penchées N-02.2

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.370412 N 69.374305 W (Pointe à Georges-Morneau), seaward to 48.367558 N 69.37352 W, thence to 48.370287 N 69.364089 W, thence to 48.41275 N 69.30223 W, and thence shoreward to 48.415894 N 69.320648 W (a point in front of Îlets Boisés).

From Pointe à Georges-Morneau to a point in front of îlets Boisés.

### 5. Pointe à Émile N-03.1.2

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 48.574135 N 69.201355 W (Pointe à Émile), seaward to 48.538919 N 69.201379 W, thence to 48.547947 N 69.182445 W, and thence shoreward to 48.572182 N 69.182221 W (near of the sawmill).

From Pointe à Émile to the old sawmill.

### 6. Pointe à Boisvert N-03.2.1

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 48.572182 N, 69.182221 W (in front of the sawmill), seaward to 48.547947 N 69.182445 W, thence to 48.552526 N 69.121483 W, thence to 48.565998 N 69.140492 W (Pointe à Boisvert's navigation light), and thence shoreward 48.566058 N 69.140580 W (Pointe à Boisvert).

From the old sawmill to Pointe à Boisvert's navigation light.

### 7. Pointe de Mille-Vaches N-03.2.2

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.566058 N 69.140580 W (Pointe à Boisvert), seaward to 48.565998 N 69.140492 W (Pointe à Boisvert's navigation light), thence to 48.552526 N 69.121483W, thence to 48.586267 N 69.086789 W, and thence shoreward to 48.598207 N 69.114283 W identified by boundary marks installed by Fisheries and Oceans).

From Pointe à Boisvert's navigation light eastward to boundary marks installed by Fisheries and Oceans.



**8. Baie des Chevaux N-04.1.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.737897 N 69.04849 W (Pointe Rocheuse's navigation light), seaward to 48.736998 N 69.047129 W, thence to 48.743572 N 69.041818 W, thence to 48.748897 N 69.040276 W, thence to 48.763984 N 69.049196 W, and thence shoreward to 48.761992 N 69.063369 W (a point west of Rivière Laval's fairway).

From the Pointe Rocheuse's lighthouse to a point west of Rivière Laval's fairway.

**9. Banc Marie-Marthe (Île Laval) N-04.1.2.1 (two sampling sites)**

**a) Site 1: Banc Marie-Marthe**

**Species to be sampled: *Mya arenaria* (softshell clam)**

**b) Site 2: West of Île Brûlette**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.766865 N 69.046814 W, a point at east of Rivière Laval's fairway), seaward to 48.763984 N 69.049196 W, thence to 48.751558 N 69.041852 W, thence to 48.754241 N 69.024567 W, thence to 48.760845 N 69.021299 W, thence to 48.763543 N 69.022661 W (Île Brûlette's west side), and thence shoreward to 48.766691 N 69.026745 W, a point on shore, north of Île Brûlette's west side), excluding any area within 300 m around Île Laval.

From a point at east of Rivière Laval's fairway to a point on shore, north of Île Brûlette's west side, excluding any area within 300 m around Île Laval.

**10. Baie Didier South N-04.1.2.2 (two sampling sites)**

**a) Site 1: East of Île Brûlette**

**Species to be sampled: *Mya arenaria* (softshell clam)**

**b) Site 2: Baie Didier South**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.769690 N 69.004753 W to the west to 48.772594 N 69.012277 W, thence to 48.766691 N 69.026745 W (a point on shore, north of Île Brûlette's west side), seaward to 48.763543 N 69.022661 W (Île Brûlette's west side), thence to 48.760845 N 69.021299 W, thence to 48.761296 N 69.011775 W, thence shoreward to 48.761486 N 69.011215 W (southern point of Baie Didier), including Île Brûlette.

From a point on shore, north of Île Brûlette's west side, to the southern point of Baie Didier, including Île Brûlette, but excluding the northern part of the bay Didier (sector N-04.1.2.3), bounded by the limits of Fisheries and Oceans Canada.

**11. Baie des Plongeurs N-04.1.3**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters of Baie des Plongeurs bounded by the shore and a line drawn from 48.761486 N 69.011215 W (southern point of Baie Didier), thence seaward to 48.761296 N 69.011775 W, thence to 48.759947 N 69.009053 W, thence to 48.766243 N 68.979797 W, and thence shoreward to 48.768492 N 68.979796 W (Pointe Orient).

Baie des Plongeurs, from the southern point of Baie Didier to Pointe Orient.

**12. Battures aux Gibiers Est N-04.2.1.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.786694° N 68.948647° W, seaward to 48.781973° N 68.943037° W, thence to 48.806251° N 68.923943° W, and thence shoreward to 48.806283° N 68.929006° W (Cran à Gagnon) (N-04.2.1.2).

From coordinates 48.786694° N 68.948647° W on the shore to Cran à Gagnon

**13. Cran à Gagnon N-04.2.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.806283 N 68.929006 W (Cran à Gagnon), seaward to 48.806251 N 68.923943 W, thence to 48.813443 N 68.917803 W, and thence shoreward to 48.816231 N 68.924744 W (southwestern point of Rivière Blanche's mouth).

From Cran à Gagnon to the southwestern point of Rivière Blanche's mouth.





**14. Anse du Colombier N-04.4.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.825121 N 68.896667 W (a point located 300 meters east of Rivière Colombier's mouth), seaward to 48.82242 N 68.893948 W, thence to 48.819706 N 68.878968 W (Cap Colombier's lighthouse), and thence shoreward to 48.819679 N 68.878655 W (Cap Colombier).

From a point located 300 meters east of Rivière Colombier's mouth to Cap Colombier's lighthouse.

**15. Anse à Norbert N-04.4.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.819679 N 68.878655 W (Cap Colombier), thence to 48.819706 N 68.878968 W (Cap Colombier's lighthouse), seaward to 48.817905 N 68.876929 W, thence shoreward to 48.854272 N 68.825721 W, and thence, shoreward to 48.857877 N 68.83048 W (on the west bank of Anse Noire).

From Cap Colombier's lighthouse to the west bank of Anse Noire.

**16. Anse Noire N-04.5.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.857877 N 68.83048 W (on the west bank of Anse Noire), seaward to 48.854272 N 68.825721 W, thence to 48.876248 N 68.78814 W, and thence shoreward to 48.878506 N 68.790687 W (west of Baie des Îlets Jérémie).

From the west bank of Anse Noire to a point located west of Baie des Îlets Jérémie.

**17. Îlets Jérémie N-04.5.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.878506 N 68.790687 W (west of Baie des Îlets Jérémie), seaward to 48.876248 N 68.78814 W, thence to 48.887434 N 68.758083 W, thence to 48.897218 N 68.7096 W, thence to 48.897834 N 68.66048 W, and thence shoreward to 48.898658 N 68.659309 W (Pointe à Michel's navigation light).

From a point located west of Baie des Îlets Jérémie to Pointe à Michel's navigation light.

**18. Réserve Pessamit South (Bersimis) N-05.1.3.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 48.936848 N 68.637123 W (Fisheries and Oceans marker located east of Pointe de Betsiamites), seaward to 48.932096 N 68.630888 W, thence to 48.927047 N 68.606356 W, thence, northward to 48.943241 N 68.606912 W, and thence to 48.961357 N 68.621023 W, and shoreward to 48.961144 N 68.63706 W (Fisheries and Oceans marker).

From the Fisheries and Oceans marker located east of Betsiamites' point northward to the Fisheries and Oceans marker.

**19. Pointe-aux-Outardes (west) N-06.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 49.04285 N 68.46088 W, seaward to 49.004127 N 68.530882 W, thence to 49.005769 N 68.493616 W, thence to 49.017603 N 68.447750 W, and thence shoreward to 49.041959 N 68.429928 W (Fisheries and Oceans marker).

From the Centre d'interprétation du Parc Nature to the east at the Fisheries and Oceans marker.

**20. Pointe-aux-Outardes (east) N-06.1.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 49.041959 N 68.429928 W (Fisheries and Oceans marker), seaward to 49.017603 N 68.447750 W, thence to 49.032258 N 68.390742 W, and thence shoreward to 49.046333 N 68.397331 W (La Grosse Pointe).

From the Fisheries and Oceans marker at west to La Grosse Pointe.

**21. Pointe Paradis N-06.3**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 49.090217 N 68.229783 W (Pointe Paradis), seaward to 49.067282 N 68.230137 W, thence to 49.07142 N 68.178045 W, thence to 49.102549 N 68.129581 W, thence to 49.124983 N 68.122336 W, and thence shoreward to 49.119555 N 68.179307 W (Coulée Père-Babel).

From pointe Paradis to coulée Père-Babel .



**22. Mistassini River N-08.1.3**

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 49.279051 N 67.954622 W (Mistassini rock) seaward to 49.278350 N 67.954613 W, thence to 49.278613 N 67.938819 W, seaward to 49.280833 N 67.935703 W and thence shoreward to 49.282222 N 67.936666 W (Pointe Mistassini).

From Mistassini rock to Mistassini point.

**23. Baie Saint-Nicolas, N-08.3**

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 49.268634 N 67.818539 W (Pointe à la Croix), seaward to 49.268312 N 67.818474 W, thence to 49.270941 N 67.801056 W, thence to 49.276741 N 67.793812 W, thence to 49.297149 N 67.767181 W, thence to 49.301843 N 67.74368 W, thence to 49.304707 N 67.710481 W, thence to 49.297818 N 67.665381 W, thence to 49.301343 N 67.659096 W, and thence shoreward to 49.30315 N 67.659735 W (Pointe [Cap] Rouge), including Grande baie Saint-Nicolas and Petite baie Saint-Nicolas.

From Pointe à la Croix to Pointe (Cap) Rouge, including Grande baie Saint-Nicolas and Petite baie Saint-Nicolas.

**24. Pointe-aux-Anglais N-11.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 49.666058° N 67.168815° W (Pointe aux Anglais) seaward to 49.66503° N 67.156482° W, thence to 49.693929° N 67.163709° W, and thence shoreward to 49.694017° N 67.169253° W (approximately 1 km north of the last house in Pointe-aux-Anglais).

From Pointe aux Anglais to approximately 1 km north of the last house in Pointe-aux-Anglais (limit sign installed by Fisheries and Oceans).

**25. Anse Chouinard N-11.1.3.2**

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 49.793975 N 67.148121 W (southern point of Anse Chouinard), seaward to 49.789168 N 67.128853 W, thence to 49.798461 N 67.119462 W, and thence shoreward to 49.804043 N 67.142793 W (western point of Anse aux Français).

From the southern point of Anse Chouinard to the western point of Anse aux Français.

**26. Baie des Homards N-11.1.4**

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 49.804043 N 67.142793 W (western point of Anse aux Français), seaward to 49.798461 N 67.119462 W, thence to 49.810338 N 67.130817 W, thence to 49.83121 N 67.086905 W, thence to 49.814095 N 67.058387 W, and thence shoreward to 49.816885 N 67.058265 W (Pointe à Luc).

From the western point of Anse aux Français to Pointe à Luc.

**27. Baie des Forges N-15.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters of the portion of Rivière Moisie's estuary lying to the east of a line drawn from 50.201601 N 66.064495 W (Pointe aux Américains), shoreward to 50.211124 N 66.064430 W.

The waters of the portion of Rivière Moisie's estuary lying to the east of a line extending due north from Pointe de l'Est to the shore.

**28. Rivière Pigou N-16.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.266959° N 65.621016° W (west of Rivière Pigou), seaward to 50.254652° N 65.620027° W, thence to 50.277152° N 65.454757° W, and thence shoreward to 50.291080° N 65.455414° W (west of Rivière du Sault Plat).

From a point west of Rivière Pigou to a point west of Rivière du Sault Plat.

**29. Rivière Shelldrake N-17.1.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

Rivière Shelldrake's estuary, upriver from the bridge on Road 138.

Rivière Shelldrake's estuary, upriver from the bridge on road 138.



**30. Butler's Cove N-18.5.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.302479° N 63.934259° W (Leblanc creek), seaward to 50.285674° N 63.939590° W, thence, 50.271539° N 63.870733° W thence shoreward to 50.292754° N 63.860003° W (600 meters west of Paradis Pointe).

From Leblanc creek to a point located 600 meters west of Paradis Pointe.

**31. Pointe aux Morts N-19.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.285797 N 63.799492 W (east of Rivière Aisley), seaward to 50.259648 N 63.812813 W, thence to 50.26911 N 63.742814 W, thence to 50.24599 N 63.700378 W, and thence shoreward to 50.251933 N 63.687791 W (Pointe aux Morts), including La Petite Romaine island.

From east of Rivière Aisley to Pointe aux Morts, including La Petite Romaine island.

**32. La Grande Rivière N-20.1.3**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.252998° N 63.498672° W, seaward to 50.247618° N 63.498699° W, thence to 50.247067° N 63.49001° W, thence to 50.233859° N 63.47964° W, and thence shoreward to 50.244495° N, 63.467949° W.

A sector which extends along the shore from coordinates 50.252998° N 63.498672° W to coordinates 50.244495° N 63.467949 W.

**33. Île Saint-Charles N-20.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.202780 N 63.448422 W (La Grande Pointe), seaward to 50.199103 N 63.452388 W, thence to 50.1901519 N 63.32132012 W, thence to 50.198393 N, 63.237309 W, thence to 50.220268 N 63.220974 W and thence shoreward to 50.221401 N 63.221567 W (Pointe des Grès), including Ile Saint-Charles.

From La Grande Pointe to Pointe des Grès, including île Saint-Charles.

**34. Île à la Chasse N-20.3.1**

**Species to be sampled: *Mya arenaria* (softshell clam) and *Mytilus edulis* (blue mussel)**

The waters bounded by a line drawn from 50.274126 N 63.112178 W (Pointe Sauvage) thence to 50.251096 N 63.153376 W (Pointe de la tête à la perdrix), thence to 50.250477 N 63.153865 W (Pointe des Grès), thence to 50.220268 N 63.220974 W, seaward to 50.198393 N 63.237309 W, thence to 50.184956 N 63.209228 W, thence to 50.203091 N 63.097206 W, thence to 50.239099 N 63.041187 W, thence to 50.266085 N 63.027179 W, thence shoreward to 50.275518 N 63.054551 W (Pointe Rouge) and thence 50.276520 N 63.057868 W including Ile à la Chasse and Ile Sainte-Geneviève.

From Pointe des Grès to Pointe Rouge, including île à la Chasse and île Sainte-Geneviève.

**35. Baie Nickerson N-20.3.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.250477 N 63.153865 W (Pointe de la tête à la perdrix) to 50.274126 N 63.112178 W (Pointe sauvage).

Nickerson Bay from pointe de la Tête à la Perdrix to pointe Sauvage.

**36. Baie de la Grande Hermine N-20.4**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.276520 N 63.057868 W (Pointe Rouge) thence to 50.275518 N 63.054551 W (Pointe Rouge), seaward to 50.266085 N 63.027179 W, thence to 50.266046 N 62.9009 W, and thence shoreward to 50.283582 N 62.89946 W (western point of Rivière de la Corneille's mouth).

From Pointe Rouge to the western point of Rivière de la Corneille's mouth.

**37. Petites Rivières N-22.1.1**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.273265 N 62.350081 W (western point of Rivière Pashashibou), seaward to 50.246146 N 62.325906 W, thence eastward to 50.245762 N 62.262797 W, thence to 62.235853 N 50.231749 W, thence shoreward to 62.23086 N 50.237112 W.

From the western point of Rivière Pashashibou to Rivière Nabisipi.



**38. Île Michon Est N-22.2.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.208916 N 62.000219 W (Point located at East side of Washtawouka Bay), seaward to 50.189825 N 61.998889 W, thence to 50.188724 N 61.878436 W, thence to 50.179458 N 61.850641 W, and thence shoreward to 50.189252 N 61.8406 W (Natashquan's wharf).

From a Point located at east side of Washtawouka bay, to Natashquan's wharf.

**39. Baie aux Huîtres N-23.2**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters of Baie de Kégaska bounded by the shore and a line drawn from 50.186439 N 61.316751 W (southwestern point of Baie aux Huîtres) seaward to 50.176121 N 61.318514 W, and thence shoreward to 50.17399 N 61.265369 W (Pointe Kégaska).

From the southwestern point of baie aux Huîtres to pointe Kegaska.

**40. Tête-à-la-Baleine N-26**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters bounded by the shore and a line drawn from 50.708631 N 59.265000 W (shore point at the northern extremity of the jetty joining Ile de la Baie Plate), seaward to 50.693708 N 59.264328 W, thence to 50.67601 N 59.249321 W, thence to 50.676282 N 59.235179 W, thence to 50.685539 N 59.221461 W, thence to 50.694159 N 59.240985 W, thence to 50.707461 N 69.250826 W, and thence shoreward to 50.714838 N 59.254366 W (shore point at around 1 km north-east of the jetty joining Ile de la Baie Plate).

The shores and waters approximatively less than 1 km of the road and the jetties joining the shore to the wharf at the south of île du Grand Rigolet Ouest.

**41. Baie au Saumon N-30**

**Species to be sampled: *Mya arenaria* (softshell clam)**

The foreshore and waters of Baie au Saumon inside a line drawn from 51.428013 N 57.626640 W (Pointe Joy), to 51.422657 N 57.621237 W (south-eastern point of Baie des Saumons' entrance).

From Pointe Joy to the south-eastern point of baie au Saumon entrance.

**42. Anse Deep Cove N-32**

**Species to be sampled: *Mya arenaria* (softshell clam) or *Mytilus edulis* (blue mussel)**

The foreshore and waters bounded by the shore and a line drawn from 51.493869 N 57.281816 W (southern point of Anse aux Moustiques), seaward to 51.479703 N 57.286884 W, and thence shoreward to 51.472118 N 57.243894 W (north-eastern point of Anse Hudson).

From the southern point of Anse aux Moustiques to the north-eastern point of Anse Hudson.



## **APPENDIX II**

### **Table 1.0: Shellfish Sampling Frequency**

#### **2017 Season**

(See attached Excel file)



### **APPENDIX III**

#### **Table 2.0: Planned Sampling Schedule**

##### **2017 Season**

(See attached Excel file)



## **APPENDIX IV**

### **Table 3.0: Sampling Report**

#### **2017 Season**

(See attached Excel file)



**SECTION 4**  
**FINANCIAL PROPOSAL**

**1.0 TERMS OF PAYMENT**

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

The total estimated amount of GST and HST is to be shown separately. Proposals will be assessed on an FOB destination basis.

**2.0 BASIS OF PAYMENT**

For this RFP, the Bidder must submit firm unit pricing without any conditional fees for each of the three Regions. The unit pricing will be exclusive of applicable taxes.

IMPORTANT: Only the “Estimated total cost” for Years 1 and 2 will be taken into consideration for this evaluation

During the initial two year period of the contract, no increase in unit prices will be accepted.

<b>Initial Period (Years 1 and 2)</b>			
<b>Region</b>	<b>Unit price (per sample)</b>	<b>Number of samples anticipated annually</b>	<b>Total</b>
1. West of Sheldrake		858	
2. From Sheldrake to Baie-Johan-Beetz		561	
3. East of Baie-Johan-Beetz		40	
<b>Estimated total cost (Evaluated cost)</b>			

For each of the optional periods, a maximum increase of 3% per year will be considered.

<b>Optional Period (Year 3)</b>			
<b>Region</b>	<b>Unit price (per sample)</b>	<b>Number of samples anticipated annually</b>	<b>Total</b>
4. West of Sheldrake		858	
5. From Sheldrake to Baie-Johan-Beetz		561	
6. East of Baie-Johan-Beetz		40	
<b>Estimated total cost</b>			
<b>Optional Period (Year 4)</b>			
<b>Region</b>	<b>Unit price (per sample)</b>	<b>Number of samples anticipated annually</b>	<b>Total</b>
7. West of Sheldrake		858	
8. From Sheldrake to Baie-Johan-Beetz		561	
9. East of Baie-Johan-Beetz		40	
<b>Estimated total cost</b>			
<b>Optional Period (Year 5)</b>			
<b>Region</b>	<b>Unit price (per sample)</b>	<b>Number of samples anticipated annually</b>	<b>Total</b>
10. West of Sheldrake		858	
11. From Sheldrake to Baie-Johan-Beetz		561	
12. East of Baie-Johan-Beetz		40	
<b>Estimated total cost</b>			

**3.0 METHOD OF PAYMENT**

Progress payments to be paid on a monthly basis for the accepted samples delivered at the lab in a good state, as described in the SOW in Section 3.

**4.0 DIRECT DEPOSIT**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General’s website at [http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692\\_re\\_1385730987670\\_eng.pdf](http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf)

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at: [www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)





**SECTION 5**  
**CFIA CONTRACT TERMS AND CONDITIONS**  
**\*\*\*EXAMPLE CONTRACT ONLY\*\*\***

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

**1. DEFINITIONS**

1.1 For the sole purpose of this Service Contract the parties agree that:

“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

**2. AGREEMENT**

2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:

2.1.1 These Articles of Agreement;

2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;

2.1.3 Supplemental Conditions, 4006 – Contractor to own Intellectual Property rights in Foreground Information

2.1.4 The document attached hereto as Appendix “A” and entitled “Statement of Work”;

2.1.5 The request for proposal, where applicable; and

2.1.6 The Contractor’s Proposal dated <date> and attached hereto as Appendix “B”.

2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.

2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.

2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.

**3. CFIA REPRESENTATIVES**

3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:

**Karine Chrétien (613) 773-7606**

or such other person as may be designated by the CFIA.

3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix “A” of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>

or such other person as may be designated by the CFIA.

**4. CONTRACTOR REPRESENTATIVES**

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Statement of Work> under the direction and control of <if applicable>

**5. LEGAL JURISDICTION**

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Québec, Canada

**6. TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK**

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the



Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the 1<sup>st</sup> day of March 2017.

- 6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the 31<sup>st</sup> day of December 2018.

## **7. CONTRACT AMOUNT AND TERMS OF PAYMENT**

### **7.1 Basis of Payment - Time and Material**

Subject to the terms and conditions of this Service Contract and in consideration for the Satisfactory performance of the Work, the CFIA shall pay the Contractor a sum not in any circumstances to exceed \$<amount in numbers> plus applicable taxes. The CFIA shall pay the following unit prices not to exceed the quantities specified only for the items stated. Daily fees, if applicable, are based on 7.5 hours. For work performed for a duration of more or less than 7.5 hours a day, the time charges will be protected to cover the actual time worked. There is no allowance for overtime. Fees are inclusive of costs related to administrative and clerical support, supplies, equipment and administrative expenses necessary to accomplish the work.

Travel and other expenses if applicable shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as the accuracy of such claim.

### **7.2 Method of Payment**

Payment by CFIA shall be made as follows: Invoicing to be paid on monthly basis for the performance of the Work set out in Appendix "A".

### **7.3 Direct Deposit**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at [http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692\\_re\\_1385730987670\\_eng.pdf](http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf)

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at: [www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)

### **7.4 Invoicing Instructions**

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA

<Address>

Attention of: <project authority>

### **7.5 Income Tax Act**

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip. Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

7.5.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal

7.5.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company .;

7.5.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

7.5.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

### **7.6 Acceptance of the Work**

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.



### 7.7 **Payment Due Date**

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

### 7.8 **Financial Administration Act**

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

### 7.9 **GST/HST**

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the Province in which the taxable goods and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

### 7.10 **CFIA's Liability**

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

### 7.11 **Price Certification**

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.

7.11.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.

7.11.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.

## 8. **DISPUTE RESOLUTION**

- (a) The parties shall first attempt to resolve disputes arising under the terms of this Contract through direct negotiation between their representatives who have authority to settle such disputes within thirty (30) working days of receipt of a written invitation to negotiate. The parties may agree to an extension of the thirty (30) working day period in writing.
- (b) In the event that the parties are unable to resolve the dispute through negotiation as outlined in section 9(a), the parties can agree to submit the dispute to mediation or any such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken within twenty (20) working days from the day of initiation. The parties may agree to an extension of the twenty (20) working-day period in writing. The parties agree to share the cost of mediation equally.
- (c) The parties can agree to submit any outstanding issues remaining from direct negotiation, mediation or any other dispute resolution to binding arbitration pursuant to the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55.
- (d) The parties shall agree on a single arbitrator within thirty (30) calendar days of the decision to proceed to binding arbitration. In the event that the parties cannot agree on an arbitrator, the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed. The arbitration shall take place in Ottawa.
- (e) The Parties agree to share the cost of arbitration equally. Notwithstanding, the arbitrator shall be authorized to require any party to pay the whole or part of the cost. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (f) As an alternative to the above standard alternative dispute resolution process mentioned at paragraphs a),b),c),d),e), the parties have the option of raising issues or concerns with this solicitation with the Office of the Procurement Ombudsman.
- (g) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement



Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

- (h) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**9. HEALTH AND SAFETY**

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.

**10. SECURITY**

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: Not Applicable