



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Shellfish Sanitation Assessment		Date 2017-11-20
Solicitation No. – N° de l'invitation F5211-170574		
Client Reference No. - No. de référence du client F2421-170022		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : 2018-01-02		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Jamey Guerrero Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Procurement Ombudsman

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 for goods and under \$100,000 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid one soft copy in PDF format

Section II: Financial Bid one soft copy in PDF format)

Section III: Certifications one soft copy in PDF format

Section IV: Additional Information one soft copy in PDF format

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal non-responsive.

Bidders must meet all the mandatory requirements described below. This will be evaluated as either "Yes" or "No". Proposals not receiving "Yes" for any mandatory requirement will not be considered further.

Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria.

No.	Mandatory Requirements	Proposal Cross-reference Page #
M1	Bidder must provide a CV for its Proposed Resource for all the projects to which he or she has been the main or lead contributor for projects completed within the last five (5) years. Each project must include the following: Name of client organization Name of client representative Date range of project Brief description (less than 200 words) of the project	
M2	The Bidder must provide a methodology and approach on how the Proposed Resource will meet the deliverables. It must address all three tasks and their corresponding deliverables. Each task must be explained in no more than 200 words.	



4.1.1.2 Point Rated Technical Criteria

No.	Rated Criteria	POINTS	Proposal Cross-Reference Page #
R1	<p>The Proposed Resource has been the main or lead contributor for consultation work related to food safety OR program review within the last five (5) years.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • One (1) project – 10 pts • Two (2) projects – 20 pts • Three (3) projects – 30 pts • Four (4) projects – 40 pts • Five (5) projects – 50 pts <p>Maximum of 50 pts</p>	/50	
R2	<p>The Proposed Resource has prior experience of the shellfish industry in Nunavut or other northern/remote areas within the last five (5) years.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Zero (0) projects related to shellfish industry in Northern Territories – 0 pts • One (1) project related to shellfish industry in Northern Territories – 15 pts • Two (2) projects related to shellfish industry in Northern Territories – 30 pts <p>Maximum of 30 pts</p>	/30	
R3	<p>The Bidder has an office located in the Nunavut Land Claim Area.</p> <p>Maximum of 10 pts</p>	/10	
R4	<p>The Proposed Resource has a Degree, or Diploma, or certification from a recognized University, College, or Accreditation Program.</p> <p>Maximum of 5 pts</p>	/5	
	TOTAL SCORE	/95	
	Minimum Passing Score	55	

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price



4.1.2.2 The Bidder's Firm Daily Rate as indicated in Annex "B" Basis of Payment will be used for the Financial Evaluation.

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 55 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 95 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 95 and the lowest evaluated price is \$450.00 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		80/95	75/95	70/95
Bid Evaluated Price		\$550.00	\$500.00	\$450.00
Calculations	Technical Merit Score	80/95 x 60 = 50.52	75/95 x 60 = 47.37	70/95 x 60 = 44.21



	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.25	83.37	84.21
Overall Rating		3rd	2nd	1st



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.2 Former Public Servant

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



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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on



departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Print Name of Signatory

5.1.2.3 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:

- a) 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:



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

c) 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:

d) 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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of F5211-170574 referenced above is amended as follows:

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of Contract award to March 31, 2018.

6.4.2 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jamey Guerrero
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Operations



Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6

Telephone: 506-452-3792

Facsimile: 506-452-3676

E-mail address: Jamey.Guerrero@dfo-mpo.gc.ca

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

6.5.2 Project Authority *(to be filled in at Contract award)*

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative *(to be filled in at Contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid in accordance to the terms found in Annex "B", Basis of Payment.



- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be filled in at Contract Award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment – Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:

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

Email: DFO.invoicing-facturation.MPO@canada.ca

6.9 Certifications

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the



Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be filled in at Contract award).

6.12 Procurement Ombudsman

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

6.12.2 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 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>

6.13 Insurance G1005C (2016-01-28)

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



ANNEX "A" STATEMENT OF WORK

1.0 **Project Title:** Shellfish Sanitation Program for Nunavut

2.0 **Contract Duration:**

Contract award to March 31, 2018

3.0 **Project Background:**

The Government of Nunavut has, on several occasions, raised with the Government of Canada the need for the delivery of the Canadian Shellfish Sanitation Program (CSSP) (or equivalent) in the North. The absence of such a program is seen to be a limiting factor preventing the development and commercialization of the shellfish industry in the North. The Government of Nunavut would like to take a comprehensive approach to managing the harvest of bivalve molluscan shellfish that addresses all of the relevant concerns including food safety, sustainability (of harvest), enforcement and the feasibility of commercial development (cost analysis, market access, market development etc.) to ensure that the investments to be made to achieve these objectives contribute to the sustainable development of the resource to increase economic activity and job creation in Nunavut. This initiative would have applicability to northern coastal regions currently without a similar program.

4.0 **Objectives:**

The objective of the work is to develop suggestions or an outline of a shellfish sanitation program in the North so anyone consuming molluscan shellfish has a degree of safety (this will need to be defined by the Consultant). This program will need to have applicability to other regions (northern Quebec and northern BC where CSSP does not exist).

This objective will be achieved through conducting an assessment of the shellfish industry and harvesting in Nunavut and options for program delivery and, based on this information, develop a program for shellfish sanitation acceptable to the major stakeholders and federal government partners.

5.0 **Scope of Work:**

The consultant will recommend options for designing and delivering a program to ensure that shellfish harvested in the North is safe for consumption by working with the Government of Nunavut and the Government of Canada.

The consultant will undertake a full assessment of shellfish harvesting in Nunavut, including identifying the extent of current shellfish harvest – where/who/quantity/where being sold, consumed, etc. In addition, the consultant will review options for alternative service delivery and provide an assessment of these options. This information may subsequently be used to develop program options for the future development of a program in Nunavut or other northern/remote areas.

This information will offer an opportunity to the Canadian Food Inspection Agency, DFO and Environment and Climate Change Canada to understand the extent of the industry as well as potential options for delivery of a program and to understand potential options for delivery of a program.

The contractor will need to engage and collaborate with key stakeholders involved with shellfish harvesting and shellfish safety. This will require travel to Iqaluit, Nunavut. Key stakeholders include, but are not limited to, the Government of Nunavut (Nunavut Health and Nunavut Environment), key communities where shellfish harvesting is taking place (including but not limited to community leaders and HTOs from Pond Inlet, Qikiqtarjuaq, Iqaluit); Canadian Food Inspection Agency, Indigenous and Northern Affairs Canada, Environment and Climate Change Canada, Fisheries and Oceans Canada, and Nunavut Tunngavik Incorporated (NTI).



Task 1 – Assessment

- Engage and collaborate with key stakeholders
- Clearly define roles and responsibilities with respect to shellfish sanitation across intergovernmental jurisdictions (Nunavut, Fisheries and Oceans Canada (DFO), Canadian Food Inspection Agency (CFIA), Environment and Climate Change Canada (ECCC))
- Identify extent of current shellfish harvest – where/who/quantity/where being sold, consumed, etc.
- Undertake a gap analysis for an implementation plan for delivery of a shellfish sanitation initiative in the North
- Provide logistical, coordination and facilitation support services for meetings to engage regulators and stakeholders (may include the departments of Nunavut Health and Nunavut Environment, Hunter and Trapper Organizations, Wildlife Management Boards, Nunavut Fisheries Working Group, Indigenous Affairs and Northern Development Canada, DFO, ECCC, CFIA, local harvesters, etc.) re options for the delivery of a shellfish sanitation initiative in the North (including consideration of alternative service delivery options). The meetings to be hosted by the Government of Canada and to include the communities that are currently harvesting shellfish and are most at risk.

Deliverable 1: a report that

- Articulates the findings from the assessment, including a gap analysis.

Task 2 – Options for program delivery; Develop information program and protocol of implementing closures

- Engage and collaborate with key stakeholders
- Identify options for delivery of a shellfish sanitation program including alternative service delivery options, approximate costs and the feasibility of these options.
- Make recommendations for an implementation plan for delivery of a shellfish sanitation initiative in the North, including identification of roles and responsibilities.
- Review roles and responsibilities
- Identify:
 - point source pollution (e.g., sewage effluent, industrial discharges, fuel, etc.);
 - potential presence of biotoxins
- Review the protocol for implementing harvesting closures to determine if changes need to be made.
- Develop an information kit for consumers regarding the consumption of shellfish.

Deliverable 2: a report that:

- Makes recommendations options for delivery of a shellfish sanitation program in Nunavut, clearly outlining roles and responsibilities.
- Summarizes the procedure and clearly identifies the roles and responsibilities for implementing shellfish harvesting closures;
- Provide input as appropriate into an information package to be developed by Health Canada, CFIA and DFO for shellfish consumers on the risks associated with consuming shellfish.

Task 3– Presentation on findings

- Prepare a presentation that summarizes the key findings and the recommendations to all stakeholders and CFIA, ECCC and DFO Management.

Deliverable 3: an oral presentation and associated presentation material (in Powerpoint or Word format) that:

- articulates key findings
- outlines the recommendations as well as the protocol for implementing closures.

6.0 Work Locations and Travel

Contractor's may work from their place of business, but may be required to travel to Winnipeg and Nunavut offices to meet in-person with stakeholders.



7.0 Client Responsibilities:

DFO shall provide relevant background documents to the contractor. DFO shall provide and schedule access to key DFO personnel to participate in interviews with contractor and provide space and telecommunication resources to conduct interviews. Interviews may be conducted at the Freshwater Institute in Winnipeg or at the contractors' premises with prior authorization.

DFO shall provide comments on any draft reports within ten (10) working days from the date of submission of the report.

8.0 Progress Meetings

- Kick-off Meeting/Teleconference – a meeting/teleconference shall occur within five (5) working days of the contract award.
- Meetings/Teleconferences – a bi-weekly status meeting shall occur with the Project Authority identified in section 15 and other participants as required.

9.0 Deliverables and Time Schedule

The timelines and deliverables of this study are anticipated to be as follows:

Deliverables	Target Dates
1. Report on the assessment	Four (4) weeks after contract awarded
2. Report on recommendations; Protocol and information package	10 weeks after completion of Task 1
3. Presentation on findings	April 7, 2018



**ANNEX "B"
BASIS OF PAYMENT**

The Contractor will be paid firm daily rates as follows for work performed in accordance with the Contract. Firm daily rates are an **all-inclusive** rate. Customs duties are included and Applicable Taxes are extra.

Resource Name	Firm Daily Rate	No. of Days	Extended Cost
		TBC	TBC
		Subtotal	TBC
		Applicable Taxes	TBC
		TOTAL	TBC

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to the table above.

Travel Status Time

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

Estimated Cost: \$_____ Applicable Taxes are extra.

Travel and Living Expenses

For the requirements to travel described in section 6.0 of the Statement of Work in Annex "A", the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside of a radius of 100 kilometers of the Contractor's place of business at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive**; and with the other provisions of the directive referring to "**travellers**", rather than those referring to "**employees**", to a limitation of expenditure of \$_____ (to be filled in at Contract award). Customs duties are included and Applicable Taxes are extra.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.



All payments are subject to government audit.

Total Estimated Cost – Limitation of Expenditure: \$_____ *(to be filled in at Contract Award)*