



**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
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)
AND Laurent.Hotte@dfo-mpo.gc.ca

**REQUEST FOR QUOTE
DEMANDE DE PRIX**

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 à : 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)

Title / Titre Removal and disposal of a fishing vessel in Hurkett Cove Ontario		Date February 16, 2021
Solicitation No. / N° de l'invitation FP802-200222A		
Client Reference No. / No. de référence du client(e) FW034-21-005		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM/1400h/Eastern Standard Time/Heure normale de l'Est On / le : March 02, 2021		
F.O.B. / F.A.B. Destination	Taxes 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 : Larry Hotte c/o : Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca AND Laurent.Hotte@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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	



PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with this bid solicitation.

1. The Contractor, at all times during the performance of the Contract, **MUST NOT** access PROTECTED and/or CLASSIFIED information or assets.
2. The Contractor personnel **MAY NOT ENTER NOR PERFORM WORK ON** sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
3. The Contractor **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

1.2. Statement of Work

The Work to be performed is detailed under Article 2.2 of the resulting contract clauses.

1.3. Standard Instructions, Clauses and Conditions

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 Standard Acquisition Clauses and Conditions (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

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](#) (2020-05-28) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

1.4. Submission of Bids



- 1.4.1 **NOTE:** Bidders are requested to send their proposals in soft copy to the e-mail addresses identified on page one of the solicitation. 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 date and time indicated in the RFP.

DFO will not be responsible for any failure or delays attributable to the transmission or receipt of the email tender. For all submissions received by the tender closing date and time, DFO will send an email confirming receipt of the tender to the bidder.

The subject line of the e-mails must provide the following information:

1. Solicitation Number FP802-200222A; and
2. Project Title: Removal and disposal of a fishing vessel in Hurkett Cove

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

1.5. **Certifications and Additional Information**

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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1. **Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

1.5.1.1. **Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.5.1.2. **Additional Certifications Required with the Bid**

The Bidder must provide the certifications included in Annex E – Additional Certifications with their proposal.

1.5.2. **Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

1.5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. Annex F provides additional information.

1.6 Enquiries – Bid Submission

All enquiries must be submitted to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

1.7 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

1.8 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.9 Mandatory Technical Criteria

Bidders must respond to the Mandatory Technical Criteria in Annex C of this RFQ.

1.10 Basis of Selection

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

1.11 1.7.3 Financial Bid

Bidders must submit their financial bid in accordance with Annex B – Basis of Payment for this Request for Quotation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must quote a firm all-inclusive lot price in Canadian dollars.

1.12 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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.



1.13 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, or by telephone.

1.14 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 2 - RESULTING CONTRACT CLAUSES

2.1. Security Requirements

2.1.1 There is no security requirement applicable to the Contract.

2.1.1.1 The Contractor, at all times during the performance of the Contract, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.

2.1.1.2 The Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

2.1.1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

2.1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

2.2. Statement of Work OR Requirement

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

2.3. Standard Clauses and Conditions

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 solicitation, including any individual Standard Acquisition Clauses and Conditions Manual (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

2.4. General Conditions

2.4.1 [2029](#) (2020-05-28) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

2.4.2 Subsection 06 of 2029 (2020-05-28) , General Conditions – Goods or Services (Low Dollar Value) – Invoice submission, is amended as follows:

Delete: 2029 06 (2020-05-28) Invoice submission
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca, with a CC to: **(TBD)**. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);



- g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2.5. Term of Contract

2.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive

2.6. Authorities

2.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Larry Hotte
 Title: Procurement Specialist (Consultant)
 Department: Fisheries and Oceans Canada
 Directorate: Procurement and Contracting Services
 Address: 200 Kent St.
 Ottawa, ON K1A 0E6
 Telephone: (provided after contract award)
 E-mail address: Laurent.Hotte@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.

2.6.2 Project Authority (provided 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.

2.6.3 Contractor's Representative (provided at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

2.7. Payment

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.

2.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$ **(TBD)**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

2.7.2 Terms of Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

2.7.3 Electronic Payment of Invoices – Contract (to be confirmed at contract award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card; or
- ii. Direct Deposit (Domestic and International);

2.8 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.



2.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

2.10 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) 2029 (2020-05-28) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work;
- (d) Annex B Basis of Payment;
- (e) Annex C, Mandatory Technical Criteria;
- (f) Annex D, Electronic Payment Instruments;
- (g) Annex E, Additional Certifications;
- (h) Annex F, Integrity Verification; and
- (i) the Contractor's bid dated _____ *insert date of bid [If the bid was clarified or amended, insert at the time of contract award], as clarified on _____ " or " , as amended on _____ and insert date(s) of clarification(s) or amendment(s)*

2.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX A STATEMENT OF WORK

Removal and disposal of a fishing vessel in Hurkett Cove



SPECIFICS

Category	Fishing vessel
Type	Commercial fishing vessel
Length	70 ft
Material	STEEL
Distinctive features	One propeller, no crew cabin, brown color
Location	Hurkett Cove, Ontario
Lat / Long	1.1 48.840815, -88.487905
State of the ship	Rusted, beached
Access	By land (5 km from TransCanada Highway)

1. Description of work

1.1 The contractor must remove and dispose of the vessel while considering:

- a. The proximity of a nature conservation area (Hurkett Cove Conservation Area)
- b. The proximity of Federal infrastructure (Small Crafts Harbours, Fisheries and Oceans Canada)
- c. Easy land access to the fishing vessel (less than 5 km from the TransCanada Highway)



2. Legal authorities

The removal, demolition and subsequent disposal will be made under the Minister of Fisheries and Oceans' authorities pursuant to paragraph 180(1)a) of the Canada Shipping Act, 2001.

3. Deliverables

3.1 Removal and disposal of the fishing vessel as a whole or in pieces (in whichever way the bidder deems safest and most efficient)

3.2 Proof of disposal (ex. : dump or recycling site contract, environmental compliance certificate, etc);

3.3 All deliverables required before **31 March 2021**.

4. Conditions

4.1 The contractor must plan his travel to perform the work and include the costs in his bid.

4.2 The contractor must comply with all applicable laws (permits, standards, regulations, etc.) and bear full responsibility for his work.

4.3 The contractor must ensure that he has absorbents to intervene in the event of an oil spill during the work as well as any other equipment to mitigate the impact of the work on the natural environment.

4.4 The contractor must ensure that no debris related to the vessel and to the work remains on the site.

5. Work supervision and reporting

The contractor must contact the Contracting Authority and the Project Authority in order to report any situation that could hamper the work, report any potentially illegal activities, major damage or breakage, sudden deterioration, presence of squatters, or any other situation that could hinder the successful completion of the work within the period of the work specified in the contract. The Project Authority will be present on site during the removal for observation purposes only.

6. Language of Work

The Contractor's resource(s) must be able to communicate in English or French at the Intermediate or Advanced level, as outlined in the Language Proficiency grid below, to perform the work.



Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions, and understand and express hypothetical and conditioned ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.



PICTURES/PHOTOS

1. Aerial View / Vue aérienne





2. View facing North-East / Vers le Nord-Est





3. View facing North-West/ Vers Nord-Ouest





4. Stern / Arrière





5. Bow / Poupe





6. Starboard / Tribord





7. Starboard / Tribord





ANNEX B - BASIS OF PAYMENT (Bidder to Complete)

The firm all-inclusive lot price must include all operating costs, labor, supplies, supervision, plant, tools, apparatus and other accessories, sampling service, services, facilities and any required travel and living expenses necessary to execute the aforementioned services described in Annex A Statement of Work

BIDDER LEGAL NAME:

Firm all inclusive lot price: \$ _____

Applicable Taxes: \$ _____

Total Cost: \$ _____

NOTE TO BIDDERS: *When completing this Basis of Payment the Bidder must describe all work to be performed that is included in their firm lot price.*

Bidder's work included in the bid price: (to be completed by Bidder)



ANNEX “C” – MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Proposals submitted for this requirement must clearly demonstrate that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

Criteria No.	Mandatory Technical Criterion	Met	Not Met	Cross Reference to Proposal with Page number
M1	<p>The Bidder must demonstrate a minimum of 3 examples in steel structure removal, transportation and disposal within the last 84 months (7 years) from the date of bid closing.</p> <p>Information to be provided for evaluation includes:</p> <ul style="list-style-type: none"> • The name of the client organization; • The period during which the service was provided i.e. from MM/YY to MM/YY; • A detailed outline of the services provided; and • Contact name, position/title and contact information (telephone number, email address, etc.) for verification purposes. 			



ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS ELECTRONIC PAYMENT INSTRUMENTS

1. THE BIDDER ACCEPTS TO BE PAID BY ANY OF THE FOLLOWING ELECTRONIC PAYMENT INSTRUMENT(S):

- () Government of Canada Acquisition Card;
- () Direct Deposit (Domestic and International);



ANNEX E – ADDITIONAL CERTIFICATIONS

1. Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

1. Former Public Servants in receipt of a pension

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 FPS, 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.

2.1 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.



2.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3 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.

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



ANNEX F - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use [this form](#) to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Bidders can print the [Integrity Verification form](#) and attach it as part of their bid.