



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub –Ottawa Office  
Station 9W088, 9th Floor,  
200 Kent Street,  
Ottawa, Ontario K1A 0E6

October 10, 2013

Subject: Request for Proposal No. FP802-130097  
**Leasing of Cineflex V14 Aerial Deployed Video Camera System and associated services.**

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The required services are to be performed upon contract is awarded and are to be completed by **December 31<sup>st</sup>, 2014** with an option to extend the contract. The immediate requirement is for Seal Hunt activities to take place between March and April 2014, as detailed in the Statement of Work.

**Option to extend the Contract:**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

**Security Requirement: Upon Submission at the time of bid closing**

The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by

CIISD.

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

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at [security@dfo-mpo.gc.ca](mailto:security@dfo-mpo.gc.ca) or at 613-993-3131.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "F-1" (Confirmation of Security Status) attached hereto as Appendix "F", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

If you are interested in undertaking this project, your electronic proposal is to be sent by email to: [Grace.Chau@DFO-MPO.GC.CA](mailto:Grace.Chau@DFO-MPO.GC.CA) must clearly indicate the title of the work and addressed to the undersigned **will be received up to 11:00 hours, (11:00a.m.) Ottawa local time on Thursday, November 21<sup>st</sup>, 2013.**

You are invited to submit one (1) electronic copy of a Technical and Financial Proposals which fulfills the requirements of this Request for Proposals. The electronic copy must be completed in accordance with Annex 1–Resulting Contract Clauses. Your proposal must be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Proposals No. **FP802-130097**, the title of the work and the name and address of your firm.

Proposals in response to this Request for Proposals shall be comprised of three (3) volumes (sections) as follows:

- a) CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY) – one (1) electronic copy
- b) CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY) – one (1) electronic copy
- c) CONTENT: VOLUME 3 – CERTIFICATIONS (ATTACHED AT APPENDIX C-1) (MANDATORY) – one (1) electronic copy

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

**VOLUME 1: Technical Proposal (with no reference to price)**

a) **ANNEX 1 –RESULTING CONTRACT CLAUSES**

b) **PROPOSAL-ANNEX2**

*Your proposal must include:*

1. An indication of an understanding of the requirement and objectives of the project;
2. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;
3. A listing of personnel you propose to assign to carry out this work and resumes of each individual's qualifications and experience, particularly as it relates to this project, as per the evaluation criteria in Appendix "E";
4. A description of the firm's capability to carry out this Work;
5. Must Completed and signed Personnel Identification Form (Appendix F-1);
6. Must Completed and signed Non-Disclosure Agreement (Appendix "H").

## **VOLUME 2: Financial Proposal**

A breakdown of the costs tendered in Appendix B – Basis of Payment

A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm. This can be found in Appendix B No. 10 under "Supplement Contractor Information." – Must Completed and Signed.

## **VOLUME 3: Certifications**

Certifications attached hereto as Appendix "C-1" signed and dated.

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "E".

**OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.**

If additional information is required, you are requested to contact Grace Chau, Senior Contracting Officer, Procurement Hub, Ottawa Office at (613) 993-8935 or by email at [Grace.Chau@dfo-mpo.gc.ca](mailto:Grace.Chau@dfo-mpo.gc.ca)

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN NOVEMBER 8<sup>th</sup>**

**, 2013, 11:00 a.m. (OTTAWA TIME) TO THE CONTRACT AUTHORITY. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.**

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

Yours Truly,

Grace Chau  
Senior Contracting Officer,  
Procurement Hub, Ottawa Office

Attach.

## **APPENDICES**

### **REQUEST FOR PROPOSAL –**

Leasing of Cineflex V14 Aerial Deployed Video Camera System and associated services.

- |                         |   |
|-------------------------|---|
| 1. Letter of Invitation |   |
| 2. Annex 1              | Resulting Contract Clauses  |
| 3. Appendix "A"         | General Conditions  |
| 4. Appendix "B"         | Basis of Payment  |
| 5. Appendix "B-1"       | Travel & Living Expenses  |
| 6. Appendix "C"         | Statement of Work   |
| 7. Appendix "C-1"       | Certifications  |
| 8. Appendix "D"         | Task Authorization Form   |
| 9. Appendix "E"         | Evaluation Criteria   |
| 10. Appendix "F"        | Security Requirement  |
| 11. Appendix "F-1"      | Personnel Identification Form (Form F-1)                                      |
| 12. Appendix "G"        | Ownership and Intellectual Property and Other<br>Property Including Copyright |
| 13. Appendix "H"        | Non-Disclosure Agreement  |
| 14. Appendix "I"        | Proposal Instructions   |

## **ANNEX 1 – RESULTING CONTRACT CLAUSES**

### **REQUEST FOR PROPOSALS FOR:**

**Leasing of Cineflex V14 Aerial Deployed Video Camera System and associated services.**

#### **1. CONTRACT PERIOD**

The required services are to be performed upon contract is awarded and are to be completed by **December 31<sup>st</sup>, 2014** with an option to extend the contract. The immediate requirement is for Seal Hunt activities to take place between March and April 2014, as detailed in the Statement of Work.

#### **OPTION TO EXTEND THE CONTRACT:**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **2. SECURITY CLEARANCE: Upon Submission at the Time of Bid Closing**

The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by CIISD.

The Contractor and/or its employees must not remove any PROTECTED C or CLASSIFIED information or assets from the identified work site (s).

The Contractor and/or its employees must not use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information data.

Subcontractors which contain security requirement are NOT to be awarded without prior to written permission of Fisheries and Oceans Canada.

\*\*Contractor will be required to access DFO regional sites (to access helicopter) during March to April of each year seal hunt.

### **3. REPLACEMENT PERSONNEL**

- 3.1 The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 3.2 Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:
  - 3.2.1 The reason for the removal of the named person from the project;
  - 3.2.2 The name of the proposed replacement;
  - 3.2.3 An outline of the qualifications and experience of the proposed replacement;
  - 3.2.4 An accepted security clearance certificate, if applicable.
- 3.3 The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 3.4 Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.

### **4. CRIMINAL CODE OF CANADA**

- 4.1 The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:
  - Section 121, Frauds on the government;
  - Section 124, Selling or purchasing office; or
  - Section 418, Selling defective stores to Her Majesty.
- 4.2 It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the

Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;

Section 124, Selling or purchasing office; or

Section 418, Selling defective stores to Her Majesty, from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.

**5. INSPECTION/ACCEPTANCE**

- 5.1 All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction.

**6. AUTHORITIES**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name:	Grace Chau
Title:	Senior Contracting Officer
Organization:	Department of Fisheries and Oceans
Address:	200 Kent Street, Station 9S018
Telephone:	(613) 993-8935
Facsimile:	(613) 991-1297
E-mail address:	<a href="mailto:grace.chau@dfo-mpo.gc.ca">grace.chau@dfo-mpo.gc.ca</a>

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

**(b) Technical Authority (To be provided at time of Contract award)**

The Technical Authority for the Contract is:

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



Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**(c) Contractor's Representative (To be completed by the contractor at the time of bid closing)**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7. CONDUCT OF THE WORK**

**7.1** The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge skill, know-how and experience, and the ability to use them effectively to perform the Work.

**7.2** The Contractor must:

- (a) Perform the Work diligently and efficiently;
- (b) Except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) Select and employ a sufficient number of qualified people;

(e) Perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;

(f) Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

**7.3** The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

**7.4** All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at no cost to Canada.

**7.5** Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

**7.6** Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 37, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

**7.7** The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

**7.8** The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **8. SUSPENSION OF THE WORK**

**8.1** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one

hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 38 or section 39.

- 8.2** When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 8.3** When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **9. DISPUTE RESOLUTION**

- 9.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under the Agreement:
- a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
  - b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
  - c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
- 9.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.
- 9.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those

reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.

- 9.4** The fees mentioned in subsection 3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
- 9.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
- 9.6** Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 9.7** If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.
- 9.8** If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental Mediation procedures shall be used unless the parties agree otherwise.
- 9.9** Negotiations conducted under the Agreement, including those conducted during Mediation, shall be without prejudice.

**10. CONFIDENTIALITY**

- 10.1** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 10.2** Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 10.3** The obligations of the Parties set out in this section do not apply to any information where the same information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
- (c) is developed by a Party without use of the information of the other Party.

**11. APPROPRIATE LAW**

The resulting contract shall be governed by and construed in accordance with the laws in the Province of Ontario.

**12. NO EXPRESS COLLABORATION**

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

**APPENDIX “A”**

**GENERAL CONDITIONS  
PROFESSIONAL SERVICES**

**1. IN THE CONTRACT,**

- 1.1** "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2** "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3** "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4** "General Conditions" means this document as amended from time to time.
- 1.5** "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6** "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7** "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8** "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9** "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10** "Prototypes" includes models, patterns and samples.
- 1.11** "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

- 1.12** “Work”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the Contract.
- 1.13** The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14** A cross reference to a section number is a reference to all its sub-sections.
- 1.15** Words in the singular include the plural and words in the plural include the singular.
- 1.16** Words imparting a gender include any other gender.

## **2. PRIORITY OF DOCUMENTS**

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

## **3. SUCCESSORS AND ASSIGNS**

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

## **4. ASSIGNMENT, NOVATION AND SUBCONTRACTING**

- 4.1** The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2** No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3** Any assignment by the Minister of Her Majesty’s interest in the Contract shall include the novation of the Minister’s assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.

- 4.4** Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

## **5. TIME OF THE ESSENCE**

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

## **6. FORCE MAJEURE**

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

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

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

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

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

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

- 6.4.1** used its best efforts to minimize the delay and recover lost time;
- 6.4.2** advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;
- 6.4.3** within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the



Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and

**6.4.4** carried out the work-around-plan approved by the Minister.

- 6.5** In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.
- 6.6** Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.
- 6.7** Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

## **7. INDEMNIFICATION**

- 7.1** The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:
- 7.1.1** any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s employees or agents in performing the Work or as a result of the Work;
- 7.1.2** any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and
- 7.1.3** the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor’s obligations under the

contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

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

## **8. NOTICES**

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

## **9. TERMINATION FOR CONVENIENCE**

- 9.1** Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2** In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1** on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
  - 9.2.2** the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
  - 9.2.3** all costs of and incidental to the termination of the Work or part thereof, but not

including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.

- 9.3** The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4** Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5** In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6** The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

## **10. TERMINATION DUE TO DEFAULT OF CONTRACTOR**

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

- 10.1.1** the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
- 10.1.2** the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

- 10.2** If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.
- 10.3** Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.
- 10.4** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5** If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be governed by section 9.

## **11. RECORDS TO BE KEPT BY CONTRACTOR**

- 11.1** The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2** The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.

- 11.3** The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4** The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

## **12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

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

### **13. CONTRACTOR STATUS**

- 13.1** This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2** The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3** The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4** The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.

### **14. WARRANTY BY CONTRACTOR**

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

## **15. MEMBER OF HOUSE OF COMMONS**

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

## **16. AMENDMENTS AND WAIVER**

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

## **17. HARASSMENT IN THE WORKPLACE**

- 17.1** The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/hw-hmt/hara\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp).
- 17.2** The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3** The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.
- 17.4** The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5** The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.

- 17.6** Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7** If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8** If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9** The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10** The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

## **18. PAYMENT BY THE MINISTER**

**18.1** Applicable when the Terms of Payment specify PROGRESS Payments.

**18.1.1** Payment by the Minister to the Contractor for the Work shall be made:

- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
- ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed, whichever is later.

**18.1.2** The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

**18.2** Applicable when the Terms of Payment specify payment on COMPLETION.

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



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

18.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

## **19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

19.1 For the purposes of this Section:

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

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

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

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

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

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

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

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

## **20. SCHEDULE AND LOCATION OF WORK**

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

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

## **21. MINISTER'S RESPONSIBILITIES**

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

## **22. CERTIFICATION - CONTINGENCY FEES**

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

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

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

22.4 In this section:

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

22.4.2 "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership,

an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act R.S. 1985 c. 44 (4<sup>th</sup> Supplement) or as may be amended.

## **23. PRICE CERTIFICATION**

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

## **24. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS**

- 24.1 It is a term of the Contract that:

- 24.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;
- 24.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

## **25. INTERNATIONAL SANCTIONS**

- 25.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 25.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.

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

## **26. OFFICIAL LANGUAGES**

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

## **27. ENTIRE AGREEMENT**

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

## **28. ENVIRONMENTAL CONSIDERATIONS**

- 28.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 28.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 28.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 28.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 28.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must

take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities”.

- 28.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the “Canadian Environment Protection Act, 1999” caused by the Contractor or his employees will be fully recovered from the Contractor.

## **29. HEALTH AND SAFETY**

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

## **30. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK**

- 30.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 30.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 30.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the

other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.

- 30.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. **FP802-130097**, and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 30.5 When the Contract, the Work, or any information referred to in subsection 30.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 30.6 Without limiting the generality of subsections 30.1 and 30.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 30.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

### **31. THE CODE OF CONDUCT FOR PROCUREMENT**

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

31.2 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

## **APPENDIX “B”**

### **BASIS OF PAYMENT**

**1. PROFESSIONAL SERVICES**

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix “B” for Work performed pursuant to the Contract.

**2. IRREVOCABLE OFFER**

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

**3. 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:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

**4. GST/HST**

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

- 5.** The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

## 6. **TENDERED PRICES**

### **PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

#### **LEASING OF CINEFLEX V14 AERIAL DEPLOYED VIDEO CAMERA SYSTEM AND ASSOCIATED SERVICES**

The cost for transportation and installation/removal of the camera system on the helicopter (assuming installation at Quebec) and may be comprised of the following elements:

**Table B.1** – Immediate Requirement – Seal Hunt from March to April 2014  
as-and-when required basis

Proposed Prices – Seal Hunt Activities	Initial Period of Contract (award to December 31, 2014)
Transportation to and from Quebec	\$
Installation / Test labour (3 days maximum)	\$
Camera Removal (1 day)	\$
Camera Technical Labour including travel & living expenses (during Seal Hunt Operations) @ \$_____ / week (7 days) X 6 weeks	\$
Equipment Leasing/Rental (during Seal Hunt Operations) X \$ _____ / week ( 7 days) X 6 weeks	\$
Estimated Price for March-April Seal Hunt Operations	\$ (A)

**Table B.2** – Other as-and-when-required activities – After the Seal Hunt Season from May to December of every year.

Proposed Prices – Other activities	Initial Period of Contract (award to December 31, 2014)
Transportation	<i>to be determined in accordance with specific requirement</i>
Installation / Test labour (3 days maximum)	\$
Camera Removal (1 day)	\$
Camera Technical Labour including travel & living expenses @ \$_____ / week (7	\$



days)	
Equipment Leasing/Rental X \$ _____ / week (7 days)	\$
Estimated Price for March-April Seal Hunt Operations	\$

[Note: the camera operator /technician weekly rate should include all duties of the camera operator/ technician including flying / camera operation time and the data management requirements].

Depending on the daily helicopter hours flown and the camera usage /footage recorded, etc. the time and cost for data management will be determined based on the operational activity level of the helicopter / camera.

**Table B.3 – Seal Hunt March to April (2015-2018)**

	<b>Option Year 1</b> (January 2015 to December 2015)	<b>Option Year 2</b> (January 2016 to December 2016)	<b>Option Year 3</b> (January 2017 to December 2017)	<b>Option Year 4</b> (January 2018 to December 2018)
Transportation to and from Quebec	\$	\$	\$	\$
Installation / Test labour (3 days maximum	\$	\$	\$	\$
Camera Removal (1 day)	\$	\$	\$	\$
Camera Technical Labour including travel & living expenses (during Seal Hunt Operations) @ \$ _____ / week (7 days) X 6 weeks	\$			
Equipment Leasing/Rental (during Seal Hunt Operations) X \$ _____ / week (7 days) X 6 weeks	\$	\$	\$	\$
Estimated Price for March-April Seal Hunt Operations	\$ (B)	\$ (C)	\$ (D)	\$ (E)

**The total tendered price for Evaluation Purposes will be the sum of (A) + (B) + (C) + (D) + (E) from Tables B.1 and B.3. Bidders are also requested to provide pricing in Table B.2.**

**7. SCHEDULE OF PAYMENTS**

**Claims for travel, accommodation and other expenses may be submitted as costs are incurred. Where required, these must be supported by receipts. Expenses will be reimbursed at actual cost, with no allowance for overhead and/or profit, as permitted by the current Treasury Board Secretariat Travel Directive.**

- 7.1 Progress payment for services rendered will be made. The contractor is to submit two invoices. The first invoice is to be submitted prior to the end of March 31. Second Invoice is to be submitted on or before May 30. Payment is subject to the approval of the Departmental Representative, following receipt of detailed invoice(s).
- 7.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

**8. FORM OF INVOICE**

**“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.**

- 8.1 Payments will be made provided that:
- 8.1.1 The Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;
  - 8.1.2 Each invoice shows:
    - (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
    - (b) The amount of GST or HST payable as a separate amount;
    - (c) The Contractor’s GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
    - (d) All the information listed in section B4.2; and
    - (e) Hold back at 10%, if applicable.
  - 8.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and
  - 8.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.
- 8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments

and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:

- (a) **The legal name of the Contractor**, *i.e.* 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, *i.e.* individual, unincorporated business, or corporation;
- (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
- (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) The following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

- 8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

## **9. INTEREST ON OVERDUE ACCOUNTS**

- 9.1 For the purposes of this clause:

- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) **“Date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and

payable;

(c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and

(d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.

9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

## 10. **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:

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

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

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

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

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**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"

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Signature

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Print Name of Signatory

**APPENDICE “B-1”**

**INDEMNITÉS MAXIMALES POUR LES VOYAGES, L’HÉBERGEMENT  
LES REPAS ET LES FAUX FRAIS AU CANADA ET AUX ÉTATS-UNIS**

**En vigueur le 1<sup>er</sup> juillet 2013**

1. Les points suivants fixent le montant maximal payable pour les frais engagés au cours de voyages à l’égard des transports, de l’hébergement, des repas et des faux frais autorisés, au Canada et aux États-Unis.
2. Les montants indiqués aux sections 6 et 7 comprennent la TPS. Le Fournisseur doit demander le remboursement des frais de voyage DONT IL AURA DÉDUIT TOUT CRÉDIT DE TAXE SUR INTRANTS obtenu de Agence des douanes et du revenu du Canada (ADRC).
3. La TPS ne s’applique pas aux taux journaliers pour les voyages aux États-Unis.
4. Le Fournisseur verra ses coûts réels et raisonnables remboursés sur présentation de la preuve de paiement décrite ci-dessous.
5. Définitions
  - 5.1. Les coûts “raisonnables” pour les voyages et l’hébergement désignent:
    - 5.1.1. Voyages: les frais de transport commercial courant à un niveau de classe économique plein tarif. (Les coûts additionnels engagés pour voyage en classe “affaires” ou en première classe ne seront pas remboursés.)
    - 5.1.2. Hébergement: les frais d’hébergement commercial courant. (Les coûts additionnels engagés pour un hébergement de luxe ne seront pas remboursés.)
    - 5.1.3. Longues périodes en voyage: périodes dépassant deux mois soit à un endroit soit à plusieurs successivement.
6. Les taux payables en sous par kilomètre pour utilisation autorisée d’avance de véhicules privés:

<u>Provinces</u>	<u>Cents/Km</u>
Ontario	55,0
Manitoba	46,5

Colombie-Britannique	50,5
Saskatchewan	45,0
Territoire du Nord-Ouest	58,5
Québec	57,0
Nouveau-Brunswick	49,5
Nunavut	58,5
Nouvelle-Écosse	50,5
Terre-Neuve et Labrador	53,0
Ile-du-Prince-Édouard	50,5
Alberta	51,0
Yukon	61,0

## 7. Repas et indemnités – CANADA

\$ Canadien (taxes incluses)

	Canada & É.-U.	Yukon & Alaska	T.N.O.	Nunavut
7.1 Indemnité pour logements particuliers non commerciaux	50,00	50,00	50,00	50,00
7.2 Indemnités de repas				
- petit déjeuner – 100%	15,65	15,85	21,70	21,10
petit déjeuner – 75% (à partir du 31 <sup>ième</sup> jour)	11,75	11,90	16,30	15,85
- déjeuner – 100%	15,15	19,15	22,30	29,85
Déjeuner – 75% (à partir du 31 <sup>ième</sup> jour)	11,35	14,35	16,75	22,40
- dîner – 100%	41,75	50,40	52,20	70,30
dîner – 75% (à partir du 31 <sup>ième</sup> jour)	31,30	37,80	39,15	52,75
7.3 Indemnité de faux frais – 100%	17,30	17,30	17,30	17,30

Indemnité de faux frais – 75% (à partir du 31 <sup>ième</sup> jour)	13,00	13,00	13,00	13,00
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#### 7.4 Indemnités de transport - voyages de fin de semaine au foyer

- fin de semaine de deux jours	279,70	305,40	327,00	377,10
- fin de semaine de trois jours	419,55	458,10	490,50	565,65
- fin de semaine de quatre jours	559,40	610,80	654,00	754,20

#### 8. Repas et indemnités – États-Unis

Les indemnités applicables aux É.-U. sont identiques à celles au Canada, mais elles sont versées en devises américaines.

9. Les dépenses suivantes doivent être appuyées de pièces de journal, de reçus ou d'autres documents appropriés et originaux:

- 9.1. frais de transport commercial;
- 9.2. frais d'hébergement commercial au-dessus de 50,00 \$ (par nuit);
- 9.3. frais de bagages excédentaires;
- 9.4. frais de taxis supérieurs à 10,00 \$;
- 9.5. frais de stationnement;
- 9.6. dépenses pour téléphone interurbain, télégraphe, télex, câblogramme et exprès qui sont reliées aux affaires;
- 9.7. frais de change de devises.



## **APPENDIX “C”**

### **STATEMENT OF WORK**

#### **1.0 SCOPE**

##### **1.1 Title**

Leasing of Cineflex V14 Aerial Deployed Video Camera System and associated services.

##### **1.2 Background**

A pilot project carried out in the 2009 and 2010 Atlantic seal hunt, using this system on a lease basis, provided an opportunity to test the system in what may be considered a very robust monitoring, control, and surveillance (MCS) environment. It proved very successful in the MCS operations for the seal hunt and resulted in the detection of many suspected irregularities to which other enforcement resources were assigned for follow-up actions.

This system is state-of-the-art in terms of its ability to produce clear images from an aerial platform at (covert) distances from the target activity. The system is designed to be operated from a number of platforms (air, land, sea) however the gyro-stabilized feature makes it particularly useful from an aerial (helicopter) platform. Given the high political visibility and international attention of the seal hunt in particular; including Canada's commitment to the maintenance of a humane and well monitored hunt, the continued deployment of the Cineflex system represents a significant enhancement to the Department's MCS capabilities.

Constraints: The tasks associated with the execution of the deliverables under this contract may be subject to considerable variation due to the high reliance on environmental (weather/sea & ice conditions.) Associated with the deployment of the helicopter and camera system.

##### **1.3 Introduction**

DFO requires aerial (helicopter) deployed, long -range, gyro-stabilized High Definition (HD) digital video imaging, and data recording (with built in GPS), for annual monitoring day time seal harvesting activity in outside (winter) environments.

This requirement includes HD camera system including camera, lens, recording deck, monitor, mounting brackets, and all other hardware (cables). There is no requirement for night time infrared or thermal imaging capability. The immediate requirement comprises the provision of a high definition gyro-stabilized video camera recording capability suitable for deployment to the aerial (helicopter) platform (MBB BO 105) Canadian Coast Guard helicopter; as well as the services of a dedicated system operator/technician for the duration of the approximate eight (8) week requirement periods (currently anticipated to be March 1, 2014 to April 30, 2014).

In addition, DFO requires the option to retain the selected supplier on an as-and-when requested basis for potential similar additional assignment after the seal hunt season to other fisheries/projects in 2014 and/or assignment to the annual Atlantic seal hunt monitoring operations, on a similar scale as that proposed herein for the immediate 2014 requirement.

The requirement will include transportation, installation and operation of the camera for the specified period, and for the removal and return transportation of the equipment to the supplier's premises, as well as the services of a full time camera operator / technician. Data management requirements include: recording time, daily digital backup and archiving, basic editing and DVD compilation of HD and SD video as required by DFO.

The Task Authorization for service will be issued for on an as-and-when required basis for the seal hunt season of March & April every year as well as the additional requires assignment after the seal hunt season.

### **1.3 Estimated Value**

The nature of the requirement is such that the majority of the costs are established as a fixed basing charge which includes the transportation and leasing of the equipment, the camera operator/technician's time and living costs while deployed to field operations in each geographic location of seal hunt operations.

The DFO helicopter is available for full time deployment to seal hunt MCS operations for an eight (8) week periods from approximately March 1 to April 30.

Actual helicopter / camera usage is highly dependent on environmental conditions. It is difficult to predict the total amount of flying time and camera usage / data management time to be incurred under these circumstances. However, the maximum range of flying time and camera usage per day would be restricted to daylight hours.

The total value of this contract shall not exceed \$287,500.00 excluding all applicable taxes and option period(s).

### **1.4 Objectives of the Requirement**

This initiative is very much consistent with the national compliance framework main principles, particularly those including innovative / optimal use of new technology including video monitoring in MCS operations, the proactive approach to promoting voluntary compliance, and a cost efficient/ effective use of resources.

In keeping with the objectives of the three (3) pillars of compliance management, a modernized compliance regime will facilitate new relationships, promote shared stewardship and target systemic compliance issues. DFO will work with resource users to develop cooperative

methods to ensure improved levels of compliance, with less reliance on investigations and court imposed penalties. This will be included in improved compliance approaches, including greater education and awareness on the part of sealers and fishermen in general that these new technologies are being incorporated into the overall MCS operations of the department.

The intended usage of the completed product (video recording of sealing activities) may be used in prosecution of suspected sealing offences in court and also may use in information sessions, training and education of sealers, as well as departmental staff and other agencies.

## **1.5 Resource Requirements**

DFO is seeking one (1) qualified contractor who will, on an “as-and-when required basis,” deliver the Services described in this Statement of Work. Refer to the Evaluation Criteria for further details.

It is up to the contractor to determine if other individuals or experts are required in order to complete the work and meet the deliverables required.

Task authorizations for services will be issued on an “as-and-when required basis” by the project authority. Each TA must be signed by three parties (Contractor, Project Authority, and the Contracting Officer) prior to start the work.

## **2.0 REQUIREMENTS**

### **2.1 Tasks**

**The contractor(s) will perform the following tasks but not limited to:**

- Deliver and assemble the camera system onto the mounting system of the designated Canadian Coast Guard (CCG) helicopter
- Conduct testing of the system before departure to the deployment location(s)
- Travel to the deployment locations as per the operational requirements of Fisheries and Oceans Canada
- Provide video recording (discs) of all recorded harvesting activities
- Maintenance / troubleshoot any equipment operation issues

### **2.2 Activities**

Subject to the environmental constraints described above, as well as the other various factors which may influence the prosecution of the seal harvest (including market considerations, international protest/observation activity, other fishery openings.) the general pattern of possible deployments throughout the Gulf of St. Lawrence is as follows: (Magdalan Islands, PEI, northern Cape Breton Is., Quebec Lower North Shore, western Newfoundland, Strait of Belle Isle, and finally in the area of the northeast coast of the island of Newfoundland (the front).

### **2.3 Deliverables**

Delivery of video recording of sealing activities in each designated area of seal harvesting.

### **2.4 Method of Acceptance**

The Project Authority shall have the right to reject any service that is not considered satisfactory.

Video should be reviewed daily or as practical on an ongoing basis for quality control, clarity, and any adjustments that may be desired in the video capture methods.

### **2.5 Specifications and Standards**

DFO requires aerial (helicopter) deployed, long range, gyro-stabilized HD/SD digital video imaging with lens capabilities of 815mm (2/3" sensor) and 1630mm digital zoom. Data recording (with real time GPS overlay) for monitoring day time seal harvesting activity in outside (winter) environments. This requirement includes stabilized gimbal, HD/SD camera system including: lens, recording decks (HD up to 180mb/s and SD), monitors (operator + 2 additional), mounting brackets, and all other applicable support hardware (cables, etc.)

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

Technical minimum requirements for the system include:

- \*Stabilized gimbal system capable of stabilizing a 42x 9.7 lens (815mm on a 2/3 inch camera) and with doubler activated for 1630mm (digital 2x) lens length
- \*High definition capture device with a record quality of 180mb/s
- \*Standard definition video capture device with real time GPS overlay
- \*Personnel required installing gimbal/camera system and the daily camera operator/technician should have a minimum two years related experience.
- \*On site data management requirements:
  - record time of up to a maximum of daylight hours/day
  - daily digital back up of HD and standard definition video
  - basic editing and DVD compilation of standard and HD video captured as required

### **2.7 Reporting Requirements**

Weekly project status reports should be provided to the project authority of DFO, including number of helicopter hours flown, locations of each flight, and a general summary of the hours of sealing activities observed with the camera system, including any suspected significant irregularities which require follow up investigation by DFO Fishery Officers. Daily operational coordination for the contractor will be provided by the regional DFO seal coordinator in each area.

## **2.8 Project Management Control Procedures**

In addition to the national project authority for the contract, the contractor will be required to maintain ongoing and daily liaison with the regional DFO seal hunt coordinator as assigned in each DFO Region, as the seal harvest activity moves among each of these respective management areas (in Quebec Region, Gulf Region, Maritimes Region and Newfoundland & Labrador Region). These (DFO) individuals will be responsible for advising the contractor on the daily operational plan for the CCG helicopter, which will include the daily tasking plan for the camera deployments.

## **2.9 Billing**

The Contractor will invoice DFO one lump sum payment for services rendered will be made upon completion of TA for seal hunt season & additional assignment after the sea hunt season and acceptance of the work to the satisfaction of the Departmental Representative, following receipt of a detailed invoice. Task Authorization should include a brief description of tasks/deliverables, and resources assigned along with associated hours and corresponding timesheets.

### Payment for Seal Hunt Season

Payment for the requirement (March to April) every year will be made in two (2) increments:

- 1) For all work completed by March 31
- 2) For all work completed between April 1 and the termination date (currently estimated to be April 30).

## **2.10 Change Management Procedures**

Any proposed changes to the scope of the requirement should be discussed between the DFO regional seal coordinator and the DFO national project authority. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

## **2.11 Ownership of Intellectual Property**

DFO has determined that any Intellectual Property arising from this contract will remain with the Crown, invoking exception 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697&section=text>

6.5 Where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **3.0 OTHER TERMS AND CONDITIONS OF THE SOWSOW**

#### **3.1 Authorities**

The Project Authority for this Contract is:

To be identified at Contract award.

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.

Daily operational coordination and issue resolution will be the responsibility of the respective regional DFO seal coordinator.

#### **3.2 DFO's Obligations**

On an as required basis:

Identify the access to facilities, the loan or use of Government Furnished Equipment, the access to documentation, networks, etc. which the Crown will provide to the Contractor.

This may include:

- access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- access to a staff member who will be available to coordinate activities
- provide other assistance or support.

#### **3.3 Contractor's Obligations**

Be available as needed in the deployment location areas for daily assignment to the helicopter to conduct video monitoring of seal harvest operations

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

Various deployment locations following the normal pattern of seal harvesting activity as follows in the Gulf of St. Lawrence (Magdalan Islands, PEI, northern Cape Breton Is., Quebec Lower North Shore, western Newfoundland, Strait of Belle Isle, and the northeast coast of the island of Newfoundland.

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

### **3.5 Security Requirements – UPON SUBMISSION AT TIME OF BID CLOSING**

The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by CIISD.

The Contractor and/or its employees must not remove any PROTECTED C or CLASSIFIED information or assets from the identified work site (s).

The Contractor and/or its employees must not use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information data.

Subcontractors which contain security requirement are NOT to be awarded without prior to written permission of Fisheries and Oceans Canada.

**\*\*Contractor will be required to access DFO regional sites (to access helicopter) during March to April of each year seal hunt.**

### **3.6 Insurance Requirements**

The successful tenderer will be required to provide contract insurance, at the tenderer's own cost. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

### **3.7 Travel and Living**

Limited travel is anticipated for this work. If travel is required, it must be approved by the Project Authority and the Contractor shall be reimbursed for travel expenses in accordance with the National Joint Council's Directorate. The potential travel destination includes all DFO administrative regions (Please refer to 3.3 location of work)

**NOTE:** All travel costs must be included in contractors cost proposal. Travel costs include hotel accommodations, vehicle rental, fuel, ferries, meals, and private vehicle usage.

### 3.8 Language of Work

The contractor should be capable of working in both official languages. The contractor **must** be fluent in English at an intermediate or advanced level & French is required at the basic level. Fluent is defined as Written, Verbal, and Comprehension at a sufficient level required for this requirement. Please see below legend.

Legend	Oral	Comprehension	Written
<b>Basic</b>	A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations.	A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
<b>Intermediate</b>	A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; provide factual descriptions and explanations.	A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; distinguish main from subsidiary ideas.	A person writing at this level can deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
<b>Advanced</b>	A person speaking at this level can: support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: understand most complex details, inferences and fine points of meaning; have a good comprehension of specialized or less familiar material.	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

### 4.0 DURATION OF CONTRACT

Immediate Atlantic Harp Seal Hunt: March 1 to April 30 of every year in fiscal 2014, 2015, 2016, 2017, and 2018.

The resulting contract will remain open until December 31, 2014 in order to retain the selected supplier for other potential similar camera operations in 2014; and will include the option(s) to



extend the annual requirement for the seal hunt MCR operations from March to April of each year in 2015, 2016, 2017 and 2018.

For the provision of all professional services, including all associated costs necessary to carry out the required work on an “**as-and-when required**” basis upon contract is awarded and are to be completed by December 2014.

\*\* Please take note that the initial contract period is upon contract awarded starting from January 1<sup>st</sup>, 2014 to December 31, 2014. The **majority** of the work (Seal Hunt Season) will be held from March 1 to April 30 of each year.

This level of effort is only estimation made in good faith and is not to be considered in any way as a commitment from Canada.

DFO reserves the right to exercise an additional four (4) years contract option period (s) during the Seal hunt, from the following:

Initial Contract starting from	January 1, 2014 to December 31, 2014
Option Period 1 from	January 1, 2015 to December 31, 2015
Option Period 2 from	January 1, 2016 to December 31, 2016
Option Period 3 from	January 1, 2017 to December 31, 2017
Option Period 4 from	January 1, 2018 to December 31, 2018

## **5.0 TASK/WORK AUTHORIZATION**

### **5.1 Task Authorization**

- a. Work described in the Statement of Work, with the exception of the immediate requirement of the Atlantic Harp Seal Hunt (March to April of each year) will be provided under the Contract on an “as and when requested basis”;
- b. An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with this clause and only to the extent designated in the approved TA;
- c. The TA Approval Authority will be determined in accordance with paragraph 5b) of this clause;
- d. Any Work performed by the Contractor in advance of an approved TA will be at the Contractor’s own risk and expense;
- e. The statement of any Work must fall within the scope of the Statement of Work; and,

- f. Any approved TA for any Work will be issued under the Contract through the use of a Task Authorization Form in Appendix D duly completed and signed by the TA Approval Authority.

## **5.2 Task Authorization Process**

- a) The Project Authority will provide the Contractor with a statement of the work required for each task to be performed. The TA request will contain as a minimum:
  1. the details of the activities to be performed;
  2. a description of the deliverables to be submitted; and
  3. a schedule indicating completion dates for the major activities and (or) submission dates for the deliverables.
- b) The Contractor must provide the Project Authority, within five (5) calendar days of receipt of the request, with the following, as a minimum: an estimate of the cost of performing the required work, established in accordance with the Basis of Payment at Appendix B. A proposed types of TA basis of payment a firm price or a ceiling price or a limitation of expenditure. A ceiling or limitation of expenditure will be used instead of a firm price only in cases where the work to be performed is not in sufficient detail to accurately establish a firm price.
- c) The TA or TAA Approval Authority will approve the TA based on the TA request submitted to the Contractor, the Contractor's response received, the outcome of any level of effort negotiations conducted (as applicable); and the agreed price and type of TA basis of payment for the required work.
- d) If the Contractor cannot fulfill the required work due to prior commitments under a previous TA, the Contractor must notify in writing (by facsimile or electronic mail) the Project Authority and Contracting Authority, within two (2) calendar days of receipt of the request.
- e) If the Contractor's response is not received within two (2) calendar days, or if the Contractor has notified in writing that it cannot fulfill the required work, Canada reserves the right to procure the required services by other means.

## **6.0 BASIS OF PAYMENT**

One of the following types of basis of payment will form part of each approved TA:

### **6.1 Ceiling Price TA**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the approved TA, to the ceiling price specified in the approved TA, determined in accordance with the Basis Payment, in Appendix B. Customs duty is extra, if applicable, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

This ceiling price is subject to downward adjustment so as not to exceed the actual costs incurred in the performance of the Work.

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 TA Approval Authority before their incorporation into the Work.

## **6.2 TA Subject to a Limitation of Expenditure**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the approved TA, determined in accordance with the Basis of Payment, in Appendix B. Customs duty is extra, if applicable, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 TA Approval Authority before their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing, as to the adequacy of this sum when:

- (i) it is 75 percent committed, or
- (ii) four (4) months before the final delivery date of the TA, or
- (iii) if the Contractor considers that the funds provided are inadequate for the completion of the Work, specified in the approved TA,

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor shall provide to the TA Approval Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

## **APPENDIX "C-1"**

### **CERTIFICATIONS**

#### **1. CERTIFICATION OF EDUCATION AND EXPERIENCE**

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL**

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, 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 in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **3. 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 it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal 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. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**4. CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

\_\_\_\_\_  
(Corporate Name of Recipient of this Submission)

for:

\_\_\_\_\_  
(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

\_\_\_\_\_  
(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

\_\_\_\_\_  
(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- vi) the Bidder discloses that (check one of the following, as applicable):
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the

Request for Proposal Solicitation Reference Number: FP802-130097  
official bid opening, or of the awarding of the contract, whichever comes first, unless  
otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

---

(Date)

**APPENDIX “D”****TASK AUTHORIZATION FORM**

<b>TASK AUTHORIZATION</b>				
<b>Contractor:</b> _____		<b>Contract Number:</b> FP802-130097		
<b>Commitment Number:</b> _____		<b>Financial Coding:</b> _____		
<b>Task Number:</b> _____		<b>Date:</b> _____		
<b>TA Request</b> (For completion by Technical Authority)				
<b>1. Description of Work to be Performed</b>  <p style="text-align: center;"><b>Statement of Work</b> [Insert details]</p> <p style="text-align: center;"><b>Description of any Deliverable(s) required</b> (including the required format and media) [Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]</p>				
<b>2. PERIOD OF SERVICES</b>		<b>From:</b> _____	<b>To:</b> _____	
<b>3. Work Location</b>	[Indicate where the work will be performed]			
<b>4. Travel Requirements</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____			
<b>5. Other Conditions /Restrains</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____			
<b>6. Task Proposal ( insert rows as required) Check ( <input type="checkbox"/> ):</b>	<b>Estimated Cost</b> <input type="checkbox"/>	<b>Fixed Price</b> <input type="checkbox"/>	<b>\$</b> _____	
<b>7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR’S PERSONNEL - NONE</b>				
<b>8. BILINGUALISM (if applicable) : NO</b>				
<b>TA Proposal</b> [For completion by Contractor]				
<b>9. Estimated Cost Contract</b> <Insert additional rows as required>				
<b>Category (Level) and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Firm Per Hourly Rate</b>	<b>Estimated # of Hours</b>	<b>Total cost</b>
<b>Professional services estimated cost</b>	<b>Total</b>			<b>&lt;TBD&gt;</b>



	<b>GST</b>	
<b>Grand Total for Labour and Travel</b>		<b>&lt;TBD&gt;</b>

TA Approval		
<b>10. Signing Authorities</b>		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> [Insert de Name of the Client Department] [type or print]	<Client Department>	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of DFO Contracting Officer	DFO Contracting Officer	Date
<b>11. Basis of Payment &amp; Invoicing</b>		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		

DELIVERABLE ACCEPTANCE
Department Name: _____
Task Authorization Number: _____
Contract Authority: _____
Date Submitted: [YYYY-MM-DD]
DESCRIPTION OF DELIVERABLE(S)
[Describe the deliverables accepted]

## APPENDIX “E”

### EVALUATION CRITERIA

#### MANDATORY REQUIREMENTS:

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

#### Evaluation of Proposals

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

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

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

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

It is mandatory that the following information be provided by the Supplier:

The Proponent must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

No.	Mandatory Criteria  <b>NOTE: Each project summary must not exceed one page in length.</b>	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	The bidder/firm <b><u>must</u></b> provide a signed copy of the Certifications of Availability detailed in Appendix “C-1” to this Request for Proposal at the time of bid closing.		
<b>M2</b>	<p><b>a)</b> The bidder/firm <b><u>must</u></b> demonstrate using project descriptions, a minimum of two (2) projects in video recording of activities in a remote environment.</p> <p><b>b)</b> The bidder/firm <b><u>must</u></b> provide a minimum of five (5) minutes sample video from the M2a projects provided.</p> <p>NOTE: The video sample must capture the activity in the remote environment.</p>		
<b>M3</b>	The bidder/firm <b><u>must</u></b> hold a valid Designated Organizational Screening (DOS) and the proposed resource <b><u>must</u></b> hold a valid RELIABILITY STATUS, issued by Public Works and Government Services Canada Industrial Security Program at the time of bid closing.		
<b>M4</b>	<p>The bidder/firm <b><u>must</u></b> provide a list that meet requirement (as detailed in the SOW) of aerial (helicopter) deployed, long range, gyro-stabilized HD/SD digital video imaging; technical minimum requirements for the system must include:</p> <p><input type="checkbox"/> Stabilized gimbal system capable of stabilizing a 42x 9.7 lens (815mm on a 2/3 inch camera) and with doubler activated for 1630mm (digital 2x) lens length</p> <p><input type="checkbox"/> High definition capture device with a record quality of 180mb/s</p> <p><input type="checkbox"/> Standard definition video capture device</p>		

	with real time GPS overlay <input type="checkbox"/> On site data management requirements: - record time of up to a maximum of daylight hours/day - daily digital back up of HD and standard definition video - basic editing and DVD compilation of standard and HD video captured as required		
<b>M5</b>	The bidder/firm <b><u>must</u></b> demonstrate using project descriptions, a minimum of two (2) years' experience installing a gimbal/camera system and the daily camera operator technical.		

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

#### **BASIS OF SELECTION:**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

***RESULTS:*** The final estimate is based on the lowest cost.

## **APPENDIX “F”**

### **SECURITY REQUIREMENT**

#### **RELIABILITY STATUS**

1. The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.
2. Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by CIISD.
3. The Contractor and/or its employees must not remove any PROTECTED C or CLASSIFIED information or assets from the identified work site (s).
4. The Contractor and/or its employees must not use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information data.
5. Subcontractors which contain security requirement are NOT to be awarded without prior to written permission of Fisheries and Oceans Canada.

\*\*Contractor will be required to access DFO regional sites (to access helicopter) during March to April of each year seal hunt.

6. The Contractor shall comply with the provisions of:
  - a) Justice Canada – Security of Information Act (Latest Edition);
  - b) The Industrial Security Manual (Latest Edition).
7. The Contractor must complete the Personnel Identification Form (PIF), attached hereto as Appendix F-1 providing the company name and address and full names and dates of birth of all individuals who will be providing services under this contract.

**APPENDIX "F-1"****PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS**

<b>Contract / file number:</b>	<b>FP802-130097</b>
--------------------------------	---------------------

**PROJECT TITLE:** Leasing of Cineflex V14 Aerial Deployed Video Camera System and associated services.

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

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

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

**Contractor's Authorized Signatory:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(For Official Use)

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

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

- ☐ I approve  
☐ I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX “G”

### OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

#### I10 Crown to Own Copyright

6.5 where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### I 10.0 Copyright

I 10.1 In this section,

“Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

I 10.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

I 10.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

I 10.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

I 10.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

I 10.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

- I 10.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.



**APPENDIX "H"**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No FP802-130097 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Fisheries and Oceans, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: FP802-130097.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX "I"**

### **INSTRUCTIONS TO TENDERERS**

#### **1. DEFINITIONS**

In the Request for Proposal

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

#### **2. TENDER CLOSING**

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

#### **3. TENDER OPENING**

In the case of a Public Tender Opening

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

**4. OFFICIAL TENDER FORMAT**

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

**5. REVISION OF TENDERS**

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

**6. TENDER SECURITY**

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

**7. CONTRACT SECURITY**

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

**8. INSURANCE**

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

**9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

**10. TENDER VALIDITY PERIOD**

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of one hundred and twenty (120) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one hundred and twenty (120) day period for acceptance of tenders for a further one hundred and twenty (120) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

**11. INCOMPLETE TENDERS**

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

**12. REFERENCES**

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

**13. LOWEST TENDER NOT NECESSARILY ACCEPTED**

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

**14. RIGHTS OF CANADA**

- 14.1. Canada reserves the right to:

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