



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

March 31st, 2014

Subject: Request for Proposal No. FP802-140003

The Canadian Coast Guard Requires an Instructor(s) who can provide Standards of Training Certification and Watch keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in French.

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 services are to be performed during the period commencing upon the date of award of the contract on an "as-and-when required" basis and are to be completed by March 31st, 2016 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 two (2) additional twenty-four (24) months period 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 REQUIREMENTS – There is no security requirement for this contract.

If you are interested in undertaking this project, your electronic proposal is to be sent by email to: DFOtenders-soumissionsMPO@DFO-MPO.GC.CA and also cc. to David.LaForge@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 Wednesday, May 20th, 2014.**

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. **FP802-140003** 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.

VOLUME 2: Financial Proposal

1. Please complete a tendered price in Appendix B – Basis of Payment
2. 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 Number 10 under "Supplement Contractor Information." – 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 David LaForge, Senior Contracting Officer, Procurement Hub, Ottawa Office at (613) 993-1009 or by email at David.LaForge@dfo-mpo.gc.ca or DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN MAY 7, 2014, 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,

David LaForge
Senior Contracting Officer,
Procurement Hub, Ottawa Office

Attach.

APPENDICES

REQUEST FOR PROPOSAL –

The Canadian Coast Guard Requires an Instructor(s) who can provide Standards of Training Certification and Watch keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in French.

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 "G" Proposal Instructions
11. Appendix "I" Ownership and Intellectual Property and Other Property Including Copyright

ANNEX 1

RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

The Canadian Coast Guard Requires an Instructor(s) who can provide Standards of Training Certification and Watch keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in French.

1. CONTRACT PERIOD

The Contractor hereby offers to perform the work commencing on the date of acceptance of this Offer on an “as-and-when required basis” commencing upon the date of the contract award and are to be completed by March 31st, 2016 with two (2) additional twenty-four (24) months option service(s).

OPTION TO EXTEND THE CONTRACT:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twenty-four (24) months period 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: There is no security requirement for this contract.

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: David LaForge
Title: Senior Contracting Officer
Organization: Department of Fisheries and Oceans
Address: 200 Kent Street, Station 9S016
Telephone: (613) 993-1009
Facsimile: (613) 991-1297
E-mail address: David.LaForge@dfo-mpo.gc.ca

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

(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 govern 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.

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 (4th 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 Oceans 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. **FP802-140003** 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

6.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

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 from contract award to March 31st, 2016.

The **majority** of the training will be required in early July of each year.

DFO reserves the right to exercise an additional two (2) contract option period(s).

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

Contract Duration		
Initial Contract Starting From Contract Award to March 31, 2016	Option Period 1 from April 1, 2016 to March 31, 2018	Option Period 2 from April 1, 2018 to March 31, 2020
\$_____ per student + GST/HST (a)	\$_____ per student + GST/HST (d)	\$_____ per student + GST/HST (g)
a x 32 students = (b)	d x 32 students = (e)	g x 32 students = (h)
b x 2 years = \$_____ (c) + GST/HST for Initial Contract	e x 2 years = \$_____ (f) + GST/HST for Option 1	h x 2 years = \$_____ (i) + GST/HST for Option 2

Total Contract Value Cost (c+f+i) Including all Option Periods:

\$_____ + GST/HST

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 National Joint Council’s Travel Directive.

7.1 One lump sum payment for services rendered will be made upon completion and acceptance of each TA to the satisfaction of the Departmental Representative, following receipt of a detailed invoice.

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:

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

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:

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:

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

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

Signature

Print Name of Signatory

APPENDIX “B-1”

**TRAVEL AND LIVING EXPENSES
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

Effective October 1st, 2013

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and the U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of GST. The Vendor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Canada Customs and Revenue Agency (CCRA).
3. The GST is not applicable to the per diem rates for travel in the U.S.A.
4. The Vendor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
 - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2. Accommodation: standard commercial accommodation (additional costs incurred for luxury accommodation will not be reimbursed).
 - 5.1.3. Extended travel status: periods in excess of two months at one location or at successive locations.
6. Kilometer rates payable in cents per kilometer for pre-authorized use of private cars:

<u>Provinces</u>	<u>Cents/Km</u>
<i>Ontario</i>	55.0
<i>Manitoba</i>	47.5
<i>British Columbia</i>	51.0
<i>Saskatchewan</i>	45.5
<i>Northwest Territories</i>	58.5
<i>Quebec</i>	57.0
<i>New Brunswick</i>	49.5
<i>Newfoundland and Labrador</i>	53.0
<i>Nunavut</i>	58.5
<i>Nova Scotia</i>	51.0
<i>Prince Edward Island</i>	50.5
<i>Alberta</i>	51.5
<i>Yukon</i>	63.5

7. Meals and Allowances - CANADA

Canadian \$ (taxes included)

	Canada & USA	Yukon & Alaska	N.W.T.	Nunavut
7.1 Private non-commercial accommodation allowance	50.00	50.00	50.00	50.00
7.2 Meal allowances				
- breakfast - 100%	15.75	15.70	22.00	21.30
breakfast - 75% (31 st day onward)	11.80	11.80	16.50	16.00
- lunch - 100%	15.10	19.00	23.50	31.35
lunch - 75% (31 st day onward)	11.35	14.25	17.65	23.50

- dinner - 100%	42.00	50.35	53.55	69.80
dinner - 75% (31 st day onward)	31.50	37.75	40.15	52.35
7.3 Incidental expense allowance – 100%	17.30	17.30	17.30	17.30
Incidental expense allowance – 75% (31 st day onward)	13.00	13.00	13.00	13.00
7.4 Weekend travel home transportation allowances				
- two-day weekend	280.30	304.70	332.70	379.50
- three-day weekend	420.45	457.05	499.05	569.25
- four-day weekend	560.60	609.40	665.40	759.00

8. Meals and Allowances - USA

Allowances in the USA are the same as in Canada but paid in US funds.

9. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:

- 9.1. *commercial transportation costs;*
- 9.2. *overnight commercial accommodation expenses in excess of \$50.00;*
- 9.3. *excess luggage charges;*
- 9.4. *taxis charges, where the fee exceeds \$10.00;*
- 9.5. *parking charges;*
- 9.6. *long distance telephone, telegraph, telex, cable, express charges that are business related;*
- 9.7. *currency exchange charges.*

APPENDIX “C”

STATEMENT OF WORK

TITLE

The Canadian Coast Guard Requires an Instructor(s) who can provide Standards of Training Certification and Watchkeeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in French.

BACKGROUND

The Canadian Coast Guard College is a Part of Fisheries and Oceans Canada. Located in Sydney, Nova Scotia, the Coast Guard College is responsible for training Ship's Officers for the Coast Guard Fleet.

The Canadian Coast Guard Officer Training Program (CCGOTP) is a comprehensive 45 month training program. Graduates of the CGOTP receive a Transport Canada Certificate of Competency as either a Watch Keeping Mate or 4th Class Engineer.

Prior to embarking on their first sea phase, which occurs in September of each year, trainees in the CCGOTP must successfully complete STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats. As such, trainees will require this course in early July of each calendar year.

STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft are approved Transport Canada Courses that meet the Standards of Training Certification and Watchkeeping (STCW 95), Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1) requirements set out by the International Maritime Organization (IMO).

An approved STCW Basic Safety Course is normally delivered over 6 days and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft is normally delivered over 4 days. The courses are normally broken up into two sections: classroom/theory and practical.

TRAVEL

The classroom and theory portion of the STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft courses must be delivered at the Coast Guard College in Sydney, Nova Scotia. All travel for the contractor to and from their facility and the lodging, meals, and expenses associated with this travel are the sole responsibility of the contractor and should be included in the contract price.

ESTIMATED VALUE

The number of candidates enrolled in the CGOTP varies year by year. This number is affected by

multitude of factors including operational needs of the Coast Guard Fleet, academic withdrawal, and demographics.

The maximum amount of candidates in a calendar year that would require this training would be 32. The contractor is to quote on the cost of delivering the training to the above mentioned number of candidates. The contractor is to include in their quote a cost per student for adjustment purposes.

The total value of the initial contract starting from contract award to March 31st, 2016 shall not exceed **\$180,000.00** excluding option period(s) and all applicable taxes.

OBJECTIVES OF THE REQUIREMENT

The objective of this contract is to provide six (6) years of STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft training to the Canadian Coast Guard College to a maximum of 32 students per year.

SCOPE OF WORK

The contractor is required to deliver STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft to candidates enrolled in the CGOTP. The training must meet the requirements set out in Standards of Training Certification and Watch Keeping (STCW 95), Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1) and must be approved by Transport Canada.

RESOURCE REQUIREMENTS

The Canadian Coast Guard College is seeking a qualified contractor who will deliver the Services described in this Statement of Work.

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.

TASKS

1. The Project Authority will communicate with the contractor the date the training will be required and the number of students that require the training.
2. The contractor will communicate with the Project Authority all classroom needs as defined in the scope of work.
3. The contractor will provide the Project Authority with a list of instructors, pedagogical needs and a timetable for the training. The timetable must take into account travel time for the course participants between the Canadian Coast Guard College and the contractor’s facilities.
4. The contractor will deliver the training as set out in the scope of work.

5. Upon completion of the training the contractor will provide the Project Authority all certificates for the course participants.

LEVEL OF EFFORT AND CONTRACT DURATION

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 from contract award to March 31st, 2016.

The **majority** of the training will be required in early July of each year.

DFO reserves the right to exercise an additional two (2) contract option period(s).

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

Contract Duration		
Initial Contract Starting From Contract Award to March 31, 2016	Option Period 1 from April 1, 2016 to March 31, 2018	Option Period 2 from April 1, 2018 to March 31, 2020
Max 32 students	Max 32 students	Max 32 students

LOCATION OF WORK

The classroom and theory portions of the training must be delivered at the Canadian Coast Guard College in Sydney, Nova Scotia and the practical portion of the training must be delivered at the contractors’ facilities.

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.

METHOD AND SOURCE OF ACCEPTANCE

The Project Authority shall have the right to reject any service that is not considered satisfactory. The Project Authority is looking for the contractor to provide approved training as set out in STCW 95 Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1)

All certificates must be supplied to the Project Authority as described in deliverables.

OWNERSHIP OF INTELLECTUAL PROPERTY

The crown will make no claim of ownership to the training material provided and used by the contractor.

SECURITY REQUIREMENT – There is no security requirement for this contract.

REPORTING REQUIREMENTS

The contractor will provide to the Project Authority all of the candidates STCW Certificates within five (5) days of the completion of the training.

Communication with the Project Authority shall be done through the following channels:

The information will be provided upon contract award.

PROJECT MANAGEMENT CONTROL PROCEDURES

The individual identified in the proposal as the Project Coordinator shall be responsible for the control procedures as follows:

1. The Project Coordinator will identify to the contractor a minimum of 4 weeks in advance the desired date for the training.
2. The contractor will provide to the Project Coordinator a list of instructors that will be performing the training, a detailed course timetable and pedagogical needs (classroom supplies). The course timetable must take into account travel time for the course participants from the Canadian Coast Guard College to the contractors' facilities.
3. Upon completion of the training the contractor will provide, within five (5) business days, all certificates for the course participants.
4. The Project Coordinator will verify the certificates against the list of course participants. The contractor will be required to rectify any misspelt names or errors on the certificates within three (3) business days.
5. The contractors invoice will be processed upon receipt and verification of the certificates.

CHANGE MANAGEMENT PROCEDURES

There will be no change to the Scope. Any changes to the scope will be dealt with on a case by case basis, and shall be mutually agreed upon by both parties (contractor & Project Authority) and the contract amended as such.

SPECIFICATIONS AND STANDARDS

The contractor will provide approved Transport Canada training in STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft as per the STCW 95 Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1).

Since the practical portion of the training must be delivered at the contractors' facility therefore, the contractors' facility must meet the standards as set out by Transport Canada Marine Safety Branch for the delivery of STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft.

OTHER TERMS AND CONDITIONS

DFO's Obligations

During the classroom and theory portion of the training, which must be delivered at the Canadian Coast Guard College, the contractor will be provided with on-site classroom space and the required equipment (projector, overhead, etc.) necessary for the delivery of the training.

Contractor's obligations

The contractor must supply the required amount of instructors so that the student to instructor ratio does not exceed the levels set out by Transport Canada Marine Safety Branch.

During the classroom and theory portion, the contract must supply all required course material.

During the practical portion of the training, the contractor must supply all course material, personal protective equipment, and any other items that are required for the completion of the course.

BILLING

The Contractor will invoice DFO upon completion of the assigned task(s)/deliverable(s) outlined in **each** Task Authorization(s). Task Authorization upon completion invoices should include a brief description of tasks/deliverables, and resources assigned along with associated hours and corresponding timesheets. All invoices should be sent to the Accounting Hub at DFOAccountingHub@dfo-mpo.gc.ca for process payment.

LANGUAGE OF WORK

The contractor(s) **must** be fluent in French to provide training modules. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

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

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 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.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

APPENDIX “D”

TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor: _____		Contract Number: FP802-140003		
Commitment Number: _____		Financial Coding: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed				
Statement of Work				
[Insert details]				
Description of any Deliverable(s) required (including the required format and media)				
[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]				
2. PERIOD OF SERVICES		From:	_____	To: _____
3. Work Location		[Indicate where the work will be performed]		
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Other Conditions /Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. Task Proposal (insert rows as required) Check (☐):		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$ _____
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR’S PERSONNEL - NONE				
8. BILINGUALISM (if applicable) : NO				
TA Proposal (For completion by Contractor)				
9. Estimated Cost Contract <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource		Firm Per Student Rate	Estimated # of Students	Total cost
Professional services estimated cost	Total			<TBD>
	GST			

Grand Total for Labour and Travel	<u><TBD></u>
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TA Approval

10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor <u>[type or print]</u>	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> <u>[Insert de Name of the Client Department] [type or print]</u>	<Client Department>	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of <u>DFO Contracting Officer</u>	DFO Contracting Officer	Date

<p>11. Basis of Payment & Invoicing</p> <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: <u>[YYYY-MM-DD]</u>
--

DESCRIPTION OF DELIVERABLE(S)

<p><u>[Describe the deliverables accepted]</u></p>
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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	Meets Criteria (✓)	Proposal Page No.
M1	The bidder/firm <i>must</i> provide a copy of the proof document that the proposed instructor(s) is currently approved by Transport Canada to teach STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft in French.		
M2	The proposal <i>must</i> include copies of all of the training		

	material for assessment purposes. Note: The Canadian Coast Guard College is a bilingual institution which must respect the regulations set out in the Official Languages Act. Therefore, all training material used must be in the required language (French).		
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*** 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:

Bidders **must** meet all mandatory requirements. The contract will be awarded to bidder that has met these requirements and has the lowest tendered prices.

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

APPENDIX "G"

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. REVISION OF TENDERS

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

6. TENDER SECURITY

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

7. CONTRACT SECURITY

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

8. INSURANCE

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. TENDER VALIDITY PERIOD

10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of one hundred and twenty (120) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one hundred and twenty (120) day period for acceptance of tenders for a further one hundred and twenty (120) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

11.1. Incomplete or conditional tenders will be rejected.

11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

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

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

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

APPENDIX “I”

OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Contractor to Own Intellectual Property Rights

I 10.0 Contractor to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Contractor to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Foreground Information
5. License to Intellectual Property Rights in Background Information
6. Right to License
7. Transfer of Intellectual Property Rights in Foreground Information
8. Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
9. Access to Information; Exception to Contractor Rights
10. Waiver of Moral Rights

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 “Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- I 10.1.2 “Commercial Exploitation in Competition with the Contractor” does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;
- I 10.1.3 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.4 “Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- I 10.1.5 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected 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;

- I 10.1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- I 10.1.7 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- I 10.1.8 "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

I 10.2 *Disclosure of Foreground Information*

- I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- I 10.2.2 The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- I 10.2.3 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

I 10.3 *Contractor to Own Intellectual Property Rights in Foreground Information*

- I 10.3.1 Subject to subsection I 10.3.3 and section I 10.7 (*Transfer of Intellectual Property Rights in Foreground Information*), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that

relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.

I 10.3.2 Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.

I 10.3.3 (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection I 10.3.1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) Notwithstanding subsection I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

I 10.4 *License to Intellectual Property Rights in Foreground Information*

I 10.4.1 In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the

Contractor pursuant to section I 10.3, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.

- I 10.4.2 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection I 10.4.1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section I 10.3, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
- I 10.4.3 For greater certainty and without limiting the generality of subsections I 10.4.1 and I 10.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections I 10.4.1 and I 10.4.2:
- (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
 - (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
- I 10.4.4 Notwithstanding subsections I 10.4.1, I 10.4.2 and I 10.4.3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections I 10.4.1, I 10.4.2 and I 10.4.3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- I 10.4.5 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1, I 10.4.2

and I 10.4.3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.

I 10.4.6 If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

I 10.4.7 The Contractor may apply to the minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

I 10.5 *License to Intellectual Property Rights in Background Information (see alternative I 10.5 clauses below for broader background license)*

I 10.5.1 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;

(c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

I 10.5.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection I 10.5.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

I 10.5.3 Notwithstanding subsections I 10.5.1 and I 10.5.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

I 10.5.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.5.1 and I 10.5.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

I 10.5.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.5.1 and I 10.5.2 or arrange for the Subcontractor to convey directly to Canada the same rights by

execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

I 10.6 *Right to License*

I 10.6.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and Background Information as required by the Contract.

I 10.7 *Transfer of Intellectual Property Rights in Foreground Information*

I 10.7.1 Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section I 10.2 (*Disclosure of Foreground Information*), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.

I 10.7.2 If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section I 10.2, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.

I 10.7.3 In the event of the issuance by the Minister of a notice under subsection I 10.7.2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister

all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

I 10.8 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information

- I 10.8.1 In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor, except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- I 10.8.2 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection GC10.8.1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- I 10.8.3 The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

I 10.9 Access to Information; Exception to Contractor Rights

- I 10.9.1 Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

I 10.9.2 Notwithstanding subsection I 10.9.1 nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:

- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
- (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

I 10.10 *Waiver of Moral Rights*

I 10.10.1 The Contractor shall obtain a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of moral rights to the Minister.