



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Materiel and Procurement Services
Station 9W071, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

Our file *FP802-140354*

December 23, 2014

Subject: Request for Proposal No. FP802-140354
Independent Third-Party Evaluator for the Pacific Integrated Commercial Fisheries Initiative – Enterprise Development Element

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The required services are to be performed during the period commencing on contract award and are to be completed by **March 31, 2016** with an option to extend the contract for four (4) additional one (1) year period as detailed in the Statement of Work.

Option to extend the Contract:

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

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

If you are interested in undertaking this project, your electronic proposal clearly indicating the title of the work and addressed to the undersigned will be received up to **11:00 hours** (11:00 a.m.) Eastern Daylight Time (EDT) on **February 2, 2015**.

Security Requirement:

The company working under this contract must hold a valid Facility Security Clearance (FSC)

level with a Document Safeguarding Capability (DSC) at the Protected B level issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC).

The Contractor's assigned resource(s) working on this contract must EACH hold a valid clearance at the Reliability Status level granted by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC).

No sensitive information can be accessed, processed or stored at the contractor's premises.

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

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.

Section I: Technical Proposal (with no reference to price)

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 statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;

Section II: Financial Proposal

1. A breakdown of the costs tendered in Annex B – Basis of Payment, including a breakdown of the Professional Services and Associated Costs, which indicates the per diem rates (inclusive of overhead and profit) and the number of days assigned; associated costs including, but not limited to, travel and accommodation costs, long distance charges, reproduction costs, courier services, etc.

Section III: Certifications

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

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

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 Beverly Shawana, Senior Contracting Officer, NCR Materiel Management at (613) 949-1490 or by email at beverly.shawana@dfp-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN JANUARY 23, 2015, 11:00 a.m. EASTERN DAYLIGHT TIME (EDT)** 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,

Beverly Shawana
Senior Contracting Officer,
Materiel and Procurement Services

Attach.

APPENDICES

**REQUEST FOR PROPOSAL - Independent Third-Party Evaluator for the Pacific
Integrated Commercial Fisheries Initiative – Enterprise Development Element**

- | | |
|-------------------------|---|
| 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 and Living Expenses Meals and
Incidental Expenses in Canada and USA |
| 6. Appendix "C" | Statement of Work |
| 7. Appendix "C-1" | Certifications |
| 8. Appendix "D" | Evaluation Criteria |
| 9. Appendix "E" | Proposal Instructions |
| 10. Appendix "F" | Supplementary Conditions |
| 11. Appendix "G" | Personnel Identification Form (PIF) |

Bid Closing Date: February 2, 2015
Time: 11:00 Hours Eastern Daylight Time (EDT)
RFP File No: FP802-140354

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

Independent Third-Party Evaluator for the Pacific Integrated Commercial Fisheries Initiative – Enterprise Development Element

1. CONTRACT PERIOD

The required services are to be performed from contract award and are to be completed by **March 31, 2016** with an option to extend the contract for four (4) additional one (1) year periods as detailed in the Statement of Work

OPTION TO EXTEND THE CONTRACT:

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

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

2. SECURITY CLEARANCE

The company working under this contract must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Protected B level issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC).

The Contractor's assigned resource(s) working on this contract must EACH hold a valid clearance at the Reliability Status level granted by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC).

No sensitive information can be accessed, processed or stored at the contractor's

premises.

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

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:	Beverly Shawana
Title:	Senior Contracting Officer
Organization:	Department of Fisheries and Oceans
Address:	200 Kent Street, Station 9W081
Telephone:	(613) 949-1490
Facsimile:	(613) 991-1297
E-mail address:	Beverly.shawana@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 provided at time of Contract award)

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.
- 13.5 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [enter the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.1(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

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. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1 Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2 Unless instructed otherwise under the supplementary conditions, all right, title and interest relating to Intellectual Property conceived or developed in performing the work under the Contract shall vest in and remain the property of the Contractor except that if the Contractor independently declares that it has no intention or capability of commercially exploiting the said Intellectual Property, the ownership of such Intellectual Property shall vest in Canada.
- 18.3 The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. PAYMENT BY THE MINISTER

19.1 19.1 Applicable when the Terms of Payment specify PROGRESS Payments.

19.1.1 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.

19.1.2 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 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

19.2 Applicable when the Terms of Payment specify payment on COMPLETION.

19.2.1 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.

19.2.2 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) calendars day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 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.

20.2 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.

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

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

21. SCHEDULE AND LOCATION OF WORK

21.1 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.

21.2 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.

22. MINISTER’S RESPONSIBILITIES

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

23. CERTIFICATION - CONTINGENCY FEES

23.1 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.

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

23.3 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.

23.4 In this section:

23.4.1 "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;

23.4.2 "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.

24. PRICE CERTIFICATION

24.1 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.

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

25.1 It is a term of the Contract that:

25.1.1 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;

25.1.2 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.

26. INTERNATIONAL SANCTIONS

26.1 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>.

26.2 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.

26.3 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.

27. OFFICIAL LANGUAGES

27.1 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.

28. ENTIRE AGREEMENT

28.1 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.

29. ENVIRONMENTAL CONSIDERATIONS

29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.

29.2 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.

29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.

28.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.

29.5 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".

29.6 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.

30. HEALTH AND SAFETY

30.1 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.

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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. **FP802-140354**", 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.
- 31.5 When the Contract, the Work, or any information referred to in subsection 31.1 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.

31.6 Without limiting the generality of subsections 31.1 and 31.2, 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.

32. THE CODE OF CONDUCT FOR PROCUREMENT

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

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

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

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

**APPENDIX “B”
BASIS OF PAYMENT**

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex “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

Independent Third-Party Evaluator for the Pacific Integrated Commercial Fisheries Initiative – Enterprise Development Element

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:

6.2

Periods	Name of Resource	All-inclusive Fixed Per Diem	Estimated # of Days	Total (A x B)
		(A)	(B)	
6.2.1 INITIAL ONTRACT PERIOD – Contract award to March 31, 2016		\$	190	\$
6.2.2 PERIOD 1 - (OPTIONAL) April 1, 2016 to March 31, 2017		\$	190	\$
6.2.3 PERIOD 2 - (OPTIONAL) April 1, 2017 to March 31, 2018		\$	190	\$
6.2.4 PERIOD 3 - (OPTIONAL) April 1, 2018 to March 31, 2019		\$	190	\$
6.2.5 PERIOD 4 - (OPTIONAL) April 1, 2019 to March 31, 2020		\$	190	\$

**6.3 FOR AN AMOUNT NOT TO EXCEED \$ _____ + GST/HST
(Total 6.2.1 to 6.2.5)**

For Evaluation Purposes the total of the initial period and all option years will be considered.

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials. The price **does not include authorized travel and accommodation expenses.**

- 6.4** Option Period(s) is/are optional with exercising of the option(s) at the sole discretion of the Minister. In the event the Minister chooses not to exercise the option, the Contract Agreement shall be considered complete and ended upon satisfactory delivery of all work under any previously completed Period of the contract Agreement.
- 6.5** The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance therein for overhead or profit, and these costs will be reimbursed in accordance with the National Joint Council (NJC) Travel Directive attached hereto as Appendix “B-1”. All expenses for travel, accommodation and associated services shall be reimbursed at cost and with all **original** receipts, vouchers or other appropriate documentation attached.

All payments are subject to Government Audit.

All travel must have prior authorization of the Project Authority.

The Contract awarded as a result of this Request for Proposals will include a Provisional Cost Allowance to cover authorized travel and living expenses, if required.

7. SCHEDULE OF PAYMENTS

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

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

Claims for travel, if applicable may be submitted upon completion per session in accordance with the National Joint Council (NJC) Travel Directive attached as Appendix “B-1” hereto and with all original receipts, vouchers or other appropriate documentation attached.

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, 2014

- 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>	57.5
<i>Manitoba</i>	48.5
<i>British Columbia</i>	49.5
<i>Saskatchewan</i>	47.5
<i>Northwest Territories</i>	63.0
<i>Quebec</i>	52.0
<i>New Brunswick</i>	51.0
<i>Newfoundland and Labrador</i>	53.5
<i>Nunavut</i>	61.0
<i>Nova Scotia</i>	51.5
<i>Prince Edward Island</i>	50.5
<i>Alberta</i>	45.5
<i>Yukon</i>	63.0

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	15.95	22.00	22.00

breakfast - 75% (31 st day onward)	11.80	11.95	16.50	16.50
- lunch - 100%	16.35	18.95	23.45	33.40
lunch - 75% (31 st day onward)	12.25	14.20	17.60	25.05
- dinner - 100%	42.20	52.20	56.65	74.05
dinner - 75% (31 st day onward)	31.65	39.15	42.50	55.55
7.3 Incidental expense allowance – 100%	17.30	17.30	17.30	17.30
Incidental expense allowance – 75% (31st day onward)	13.00	13.00	13.00	13.00
7.4 Weekend travel home transportation allowances				
- two-day weekend	283.20	308.80	338.80	393.50
- three-day weekend	424.80	463.20	508.20	590.25
- four-day weekend	566.40	617.80	677.60	787.00

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**

1.0 Scope

1.1 Title

Independent Third-Party Evaluator for the Pacific Integrated Commercial Fisheries Initiative – Enterprise Development Element.

1.2 Introduction

The Department of Fisheries and Oceans Canada (DFO) has a requirement to establish an Independent Third-Party Evaluator to provide technical assistance to the Pacific Integrated Commercial Fisheries Initiative (PICFI).

PICFI supports the enhancement of British Columbia (BC) First Nation (FN) Commercial Fishing Enterprise (CFE) governance, management, administrative and operational structures and practices, to build capacity and ensure long-term sustainability. In support of these objectives, the Enterprise Development element of PICFI provides critical and practical assistance to FN CFEs through capacity building activities, including CFE management and technical human resources development.

In accordance with PICFI’s step-by-step approach to support and funding, those FN CFEs that have demonstrated they have implemented adequate governance structures as well as Business Development Plans with associated management, administrative and operational practices, including implementation of the electronic Fisheries Management System (FMS) or equivalent, will be considered for funding support for strategic investments via the Enterprise Development element of PICFI.

A significant level of funding is available through the PICFI Enterprise Development element; however, the level of support available to each applicant is limited, and a rigorous application review process is required to achieve a fair distribution. A process is also required to protect the confidentiality of the applications and allow for due diligence. To satisfy these requirements, DFO will establish an Independent Third Party Evaluator (Evaluator) to provide technical assistance with the review and assessment process for applications for PICFI Enterprise Development funding.

PICFI has been extended for two years for the period from April 1, 2014 to March 31, 2016.

1.3 Estimated Value

The total value of this contract from this Request for Proposal (RFP) shall not exceed CAD \$220,000.00 including all associated costs such as professional services, miscellaneous, travel and living expenses (excluding all applicable taxes), and excluding four (4) additional one (1) year option period(s).

Based on the previous response to PICFI Enterprise Development element opportunities, a higher volume of applications than originally forecasted may be received which could augment the level of effort of the contractor. In addition, the Department may seek to renew PICFI for one or more Fiscal Years post 2016. Therefore, the flexibility for an amendment, as well as the option to extend the contract by one or more Fiscal Years should be included to accommodate either or both of these scenarios.

1.4 Resource Requirement

DFO requires one (1) qualified private sector contractor who will deliver this requirement as described in this Statement of Work. Please refer to Evaluation Criteria for further details.

1.5 Desirable Skills Set

The successful contractor (s) must demonstrate the following attributes:

- Adapt and adjust methods and techniques based on the CFE client's level of knowledge.
- Communicate in a non-threatening way with program participants having widely varying levels of education and expertise.
- Effectively communicate (written, verbal, comprehension) in English.
- Produce concise and accurate progress and summary reports.
- Objectivity and an analytical approach.
- Confidentiality.
- Effective inter-personal relationships including sensitivity, patience, tact and discretion, adaptability and flexibility.

- Knowledge of BC First Nations cultural and economic environments and the challenges they are facing with respect to their integration into the commercial fishing industry.

1.6 Objectives of the Requirement

The Evaluator will carry out a review and assessment of applications for PICFI Enterprise Development support from eligible CFEs, particularly in relation to the technical feasibility and practicality of the work proposed and its alignment with the capacity-building and use of the electronic FMS or an equivalent. Additional work shall include a requirement to review/assist in the development of materials, including policy documentation/statistical reports relating to PICFI for use by the PICFI Implementation and Advisory Committee (PIAC), established to review, direct and guide program activity design and implementation during the extension of the PICFI, and for guidance and partnership development beyond the PICFI program.

The PICFI Enterprise Development application and review process outlined below is designed to:

- Achieve fairness and the broadest possible distribution of practical and effective assistance;
- Focus on getting the best return on investment; and
- Help achieve long-term goals of CFE Business Development Plans, e.g., support efforts toward CFE capacity building and sustainability.

Applications will include mandatory supporting documents such as; a Work Plan, Schedule and Estimated Costs, and Business Case.

The PICFI Enterprise Development application and review process is as follows:

- Applications, including the completed application template, a letter from the Chief and Council and other supporting documentation, are submitted by participating CFEs to the DFO Program Authority for PICFI.
- The Evaluator receives the application and, within two weeks of receipt from DFO, verifies each application for completeness and undertakes an evaluation by studying the proposal, visiting the CFE site to conduct any necessary cross-checking of status and relevant CFE activities, consults with other PICFI team members and conducts any necessary additional research.

- Based on this detailed assessment, the Evaluator prepares a report and recommendations for submission to DFO and for application review.

The rigorous application evaluation process will also be carried out under strict confidentiality by those involved. When projects are approved, details of the work being carried out remain confidential. Decisions concerning the release of business and technical details of the work being carried out under approved projects rests with the CFE doing the work.

1.7 Background, Assumptions and Specific Scope of the Requirement

Background

In the 2014 Federal Budget, the Government of Canada announced the two-year renewal of the PICFI program in order to continue its commitment to supporting a sustainable, integrated commercial fishery in which all commercial participants harvest under common and transparent rules. The program will run from April 1, 2014 to March 31, 2016.

Initiated in 2007, the PICFI program was designed to assist eligible FNs with the means to develop commercial fisheries capacity and establish CFEs. Eligible FNs could apply for support under PICFI, which comprised the following three elements:

Element 1: Aboriginal Commercial Fishing Enterprise Development with two sub-elements:

Access Acquisition and Distribution to increase FN participation in BC's integrated commercial fisheries, through voluntary commercial licence and quota relinquishment and redistribution, and vessel/gear acquisition; and

First Nation Capacity Building to facilitate the creation of self-sufficient Aboriginal commercial fishing enterprises (CFEs), supported by sound business management approaches and solid governance.

Element 2: Enhanced Accountability - to enhance fisheries accountability measures for the commercial fishery, including fisheries monitoring, catch reporting, data utilization and greater enforcement to underpin share-based, integrated fisheries, and to support post-harvest traceability of catch; and

The service providers and organizations involved in the general implementation of the PICFI program include:

- Application Review Team, DFO;
- Access Evaluation Team; DFO Pacific Region
- PICFI Program Authority, DFO National Capital Region;
- PICFI Program Implementation Team, DFO Pacific Region;
- First Nations Fisheries Council; and
- Harvester Training Service Provider: Fish Safe, BC.

Currently, DFO is partnering with the First Nations Fisheries Council in BC to establish an “in-house” PICFI Business Development Team (BDT). The BDT is being created to minimize the revolving-door use of outside consultants by First Nations. The BDT provides assistance and guidance in the development of Business Development Plans, governance models, advice on business plan implementation and to help, generally, with informed decision-making with respect to the operations of their commercial fishing enterprises. It is expected that PICFI BDT members will be able to successfully build a “trusted advisor” relationship with all communities and organizations with whom the BDT works.

In September 2014, DFO decided to establish an Independent Third-Party Evaluator for PICFI, to provide support in meeting the program’s objectives of ensuring a fair distribution of practical and effective assistance to applicants; getting the best return on investment; and helping to achieve the long-term goals of the CFEs’ Business Development Plans. Moreover, the specialized nature of the work and heavy workload necessitates the involvement of outside support of an expert who possesses extensive knowledge and experience in fishing operations and related technical knowledge, together with practical experience acquired through many years of participation in the fisheries. The Evaluator will provide technical assistance to the review team evaluating applications, particularly in relation to the technical feasibility and practicality of work

proposed and its alignment with the CFE capacity-building and sustainability goals of PICFI. The work will also involve travel to participating communities to meet face-to-face with CFE personnel in order to develop a thorough understanding of the proposed work and conduct any necessary cross-checking, as well as travel to attend DFO / PIAC / DFO ART meetings, as required.

The DFO Application Review and Access Evaluation Teams are designed to

maximize support available to eligible BC FNs, and ensure an efficient mechanism for the review and quick turnaround of applications for PICFI support.

The PICFI approach to governance documentation and business planning and development is intended to complement and/or lead to capacity build-up, which will further encourage CFEs to seek support for their commercial fisheries diversification interests, such as opportunities in: fish buying, packaging, processing and marketing; commercial fisheries services – marine servicing including building and repair of vessels and fishing equipment; aquaculture and fish/shellfish grow-up activities; and recreational tourism.

Assumptions

PICFI will continue seamlessly on from the previous phase, and run from April 1, 2014 to March 31, 2016. The list of service providers and other organizations referenced above will continue to be involved in the delivery of PICFI to maximize overall FN capacity building opportunities.

The same volume of work (and possibly higher) is expected during PICFI and may add strain to the workload of departmental staff; therefore, outside support of an Independent Third Party Evaluator will be required to ensure the program's service standards are upheld.

Scope of the Requirement

The Evaluator will provide timely and cost-effective assistance to the DFO ART and DFO personnel by carrying out a full check, analysis and report on the completeness, practicality and relevance of applications for PICFI Enterprise Development support. The projects will be evaluated as efficiently as possible, on a first-come, first served basis.

Conclusion

During the previous period of PICFI, the majority of participating CFEs benefited greatly from the funding and support provided under the program.

The success thus far of PICFI can to a major extent be attributed to the basic step-by-step approach to support funding and the involvement of First Nation organizations as an integral part of the program delivery system. The step-by-step approach ensures that CFEs develop the necessary capacity before being eligible for the next level of support.

The March 2010 Formative Evaluation of PICFI concluded that the program had been delivered in an effective manner and that there were positive results and progress made. PICFI's design and implementation has been forging a shift to the

AICFI delivery model since the Formative Evaluation in 2010 recommended that the Department look at certain components of AICFI as models for the PICFI program. Partnerships have been formed between the two initiatives in the areas of FMS database training, management training, fisheries safety training, harvest training and the development of a PICFI-specific Business Development model to support CFE development and sustainability.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

It is estimated that between four and five days is required to evaluate each application. The evaluation process involves the following areas of activity:

- Receive and review each application and complete analysis/research in preparation for discussing the application with the CFE and BDT;
- Travel to and from meetings and attend meetings with CFE and BDT; and
- Final application analysis, preparation of report and any follow-up work (e.g., discussion with DFO personnel / DFO ART).

TASKS

The Contractor will be required to perform the following tasks:

- Verify each application for completeness of information needed to carry out a technical evaluation of the proposal, especially in relation to the Work Plan, Schedule and Breakdown of Estimated Costs, and the Business Case.
- Confirm that an up-to-date Business Development Plan is in use or is being implemented and that the FMS (or equivalent) is in use for the fishing licenses, vessels and gear involved in the proposed work. This may involve consulting with the PICFI BDT.
- Evaluate the Work Plan and Schedule and Breakdown of Estimated Costs to determine the practicality of the project, particularly in relation to CFE capacity to carry out the work within the Fiscal Year.
- Review the Business Case to assess the extent to which it provides an effective justification of the work proposed and how well the work aligns with the PICFI program and the CFE's long-term goals of capacity-building and improved enterprise sustainability.
- If the application is complete and the project is confirmed to be relevant to the long-term goals of the CFE and PICFI's objectives, the Evaluator will prepare

a report and recommendations on the application.

- Assist with and/or review policy documentation/statistical reports, and provide technical advice on issues relating to PICFI and other aspects of the fisheries management, if required.

The following activities will be needed to satisfy the requirements:

- Site visits to participating CFEs to conduct any necessary cross-checking of status and relevant CFE activities.
- Travel to attend meetings with DFO / DFO ART, as required.
- On the contract award, the successful bidder will be expected to attend a two-day orientation session at a central location in BC.

Deliverables

The Contractor will submit the following reports:

- All documents relating to the application, analysis and report and recommendations are to be submitted as soon as the work has been completed to the PICFI Program Authority for onward submission to the ART. (The report on the evaluation of the application must include an explanation of the analysis of the work carried out, levels of funding required, project timing and the results of the evaluation, and be accompanied by recommendations regarding the completeness, practicality and relevance of the project to capacity-building goals of the CFE.).
- A verbal presentation of the application evaluation at ART meetings, as required.
- Documentation/materials for the PIAC meetings are to be submitted to DFO, as required.

Taking into account the Evaluator's report and other relevant information, the ART reviews and provides confidential advice to DFO concerning each application. Once the PICFI Program Authority receives the ART report, departmental processes are applied, including use of evaluation tools, to determine level of funding support available. If the support available is acceptable to the CFE, a contribution agreement (CA) is negotiated with the CFE. The Department and participating CFE will negotiate and sign a CA, based on the approved activities listed in the Evaluator's Report and endorsed by the DFO ART.

Reporting Requirements

The contractor will submit monthly progress reports to the PICFI Program Authority detailing status and plans related to all applications received.

Detailed Evaluator time and cost reports are also required on a monthly basis.

Level of Effort

Professional services from the contract award date to March 31, 2016, for a total estimated effort of 190 working days.

DFO reserves the right to exercise four (4) additional one (1) year contract option period(s) of 190 working days per year, from April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018, and April 1, 2018 to March 31, 2019, and April 1, 2019 to March 31, 2020.

The level of effort is only an estimate made in good faith and is not to be considered in anyway as a commitment from the Government of Canada.

Estimated Level of effort (days)				
Initial contract Starting at Contract Award to March 31- 2016	Option Period 1 (April 1, 2016 to March 31, 2017)	Option Period 2 (April 1, 2017 to March 31, 2018)	Option Period 3 (April 1, 2018 to March 31, 2019)	Option Period 4 (April 1, 2019 to March 31, 2020)
Pre-Authorized Travel & Living Expenses \$28,000	Pre-Authorized Travel & Living Expenses \$28,000	Pre-Authorized Travel & Living Expenses \$28,000	Pre-Authorized Travel & Living Expenses \$28,000	Pre-Authorized Travel & Living Expenses \$28,000
Miscellaneous Expenses \$2,000	Miscellaneous Expenses \$2,000	Miscellaneous Expenses \$2,000	Miscellaneous Expenses \$2,000	Miscellaneous Expenses \$2,000
190 days	190 days	190 days	190 days	190 days

The exact number of applications expected for review for the period of the contract is not known. For budgetary purposes, it should be assumed that the number of applications received during the contract will be approximately 40.

2.2 Specifications and Standards

Wherever possible, assessment tools to quantify the work, costs and risks will be used rather than more vague quality measures and presented to the PICFI Program Authority.

2.3 Technical, Operational and Organizational Environment

To contain the travel time and associated disbursements within the resources available, the successful bidder must work from a base of operation located within BC, from which travel distances within the project area will be calculated.

2.4 Method and Source of Acceptance

Detailed assessments of applications will be carried out with CFEs. Based on the results of the application, the Evaluator prepares a report and recommendations for DFO and for presentation to, and use by the DFO ART.

2.5 Project Management Control Procedures

The PICFI Program Authority will monitor the project to ensure the objectives identified in Section 1.6 of this document are satisfied; and that the work will be completed on time, on budget and the deliverables are of an acceptable quality.

2.6 Change Management Procedures

The PICFI Program Authority will consult with the DFO Contracting Authority should there be a change in the scope of the requirement to determine the options available to accommodate the requirement.

2.7 Ownership of Intellectual Property

Deliverables resulting from this contract will be subject to the Treasury Board Policy on Title to Intellectual Property Rights Arising under Crown Procurement Contracts Policy – Exception 6.5 – Copyright, and thus will be Crown Owned.

2.8 Billing

The contractor will be paid on a monthly basis for work performed during the month covered by an invoice in accordance with services rendered.

3.0 Other Terms and Conditions of the Statement of Work

3.1 Authorities

The Department has delegated the Director, Integrated Commercial Fisheries Initiatives (ICFI) as the Program Authority. As the PICFI Program Authority, the Director, ICFI will oversee the administration of the contract, including processing invoices and tracking the activities and act as the liaison between the Contractor and the DFO Contracting Officer.

3.2 DFO Obligations

The PICFI Program Authority shall provide the Contractor with:

- Access to information pertinent to the work, including government and departmental policies and procedures, publications, etc.;
- Immediate response on the deliverables received; and
- Guidance upon request.

3.3 Contractor's Obligations

See Section 2.1 – Tasks, Deliverables and Reporting Requirements.

3.4 Location of Work, Work site and Delivery Point

The majority of the work is expected to be completed at the Contractor's place of business. The work will also include site visits to participating communities and their CFEs. However, due to existing workload and deadlines, all personnel assigned to this contract resulting from this RFP must be ready to work in close and frequent contact with the PICFI Program Authority and other departmental personnel.

To contain the travel time and associated disbursements within the resources available, the successful bidder must work from a base of operation located within BC, from which travel distances within the project area will be calculated.

3.5 Language of Work

The work will be carried out in English.

The proposed resource **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an advance level. Please see below legend.

Legend/Légende	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <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. 	A person writing at this level can: <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	A person speaking at this level can: <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	A person reading at this level can: <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	A person reading at this level can: <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. 	A person writing at this level can: <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

3.6 Special Requirements

Criteria (for the successful bidder/applicant):

- All information contained in applications being reviewed or from other sources must be held strictly confidential.
- The incumbent or contractor has an exclusive relationship with DFO and must disclose any potential conflicts of interest prior to engagement.
- Past or present involvement with any FN band administration or First Nation controlled commercial fishing enterprise must be fully disclosed to ensure that the Department's objective of a fair and equitable assessment process is upheld.

3.7 Security Requirements – Upon submission at the time of bid closing

The company working under this contract must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Protected B level issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC). The Contractor's assigned resource(s) working on this contract must EACH hold a valid clearance at the Reliability Status level granted by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC).

No sensitive information can be accessed, processed or stored at the contractor's premises.

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

3.8 Insurance Requirements

There are no insurance requirements.

3.9 Travel and Living

Claims for travel and accommodation may be submitted monthly with all original receipts, vouchers or other appropriate documents attached to the Departmental Representative. The DFO Program Authority shall provide advance approval of all travel to be undertaken by the contractor in association to this requirement.

Note that the current National Joint Council's Travel Directive will apply:

<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The work will commence upon the award of the contract and is expected to be completed by March 31, 2016.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

The total estimated value during the initial period of the contract, including professional services, travel and miscellaneous expenses is \$220,000.00 (plus applicable provincial/federal taxes).

An estimated level of effort of 190 days will be required. The following table provides a breakdown of the work structure:

Professional Services	No. of Days
Orientation	25
Evaluations of applications	155
Assist with preparation of materials for PICFI Implementation and Advisory Committee meetings	10

The proposed option periods referenced under Section 2.1 of this Statement of Work will be exercised at the discretion of DFO.

5.0 Required Resources or Types of Roles to be Performed

See Section 2.1 of this Statement of Work.

6.0 Applicable Documents and Glossary

6.1 Relevant Terms, Acronyms and Glossaries

AANDC	Aboriginal Affairs and Northern Development Canada
ART	Application Review Team
BC	British Columbia
BDT	Business Development Team
CFE	Commercial Fishing Enterprise
DFO	Department of Fisheries and Oceans Canada
Evaluator	Independent Third Party Evaluator
FMS	Fisheries Management System
FN	First Nation
PIAC	PICFI Implementation and Advisory Committee
PICFI	Pacific Integrated Commercial Fisheries Initiative
RFP	Request for Proposal

**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”
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.

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.

For all experience cited, the following information must be identified in the proposed resources’ resumes:

- i) The name of the client organization to whom the services were provided;
- ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>NOTE: Each project summary must not exceed one page in length.</p> <p><u>Clearance:</u> The bidder/firm must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Protected B level and the proposed resource must hold a valid Reliability Status clearance issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Work and Government Services Canada (PWGSC) at the time of bid closing.</p>		
M2	<p>The bidder/firm must provide a signed copy of the Certifications of Availability detailed in Appendix “C-1” to</p>		

	this Request for Proposal at the time of bid closing.		
M3	The bidder must submit a detailed résumé of the proposed resource(s) holding/obtaining any recognized professional business or accounting designation of the following areas: Certified General Accountant, or Master of Business Management or education (university degree) or any training course or program in other fields. Or a minimum of 15 years of experience involvement in technical operations and/or management of marine commercial fisheries will be acceptable if resource can provide a copy of education or equivalence that is relevant to the scope of work of this Statement of Work.		
M4	The bidder or a proposed resource must provide two (2) samples of work. Samples must meet the following specifications exactly: -Must demonstrate that the proposed resource has experience in assessing, monitoring, analysing and reporting on proposals for license purchases, vessel purchases, vessel upgrades, business expansions or general equipment and site requirements of commercial fishing enterprises.		

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

RATED REQUIREMENTS:

The Bidder MUST achieve a minimum score of 75% possible points overall of the Point-Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

<p style="text-align: center;">Evaluation Criteria</p> <p>NOTE: Each project summary must not exceed one page in length.</p>	<p style="text-align: center;">Points</p>	<p style="text-align: center;">Maximum Score</p>
<p>R1) The proposed resource should demonstrate, using project descriptions, a minimum of ten (10) years of experience in accounting or business that involves the following activities:</p> <p>a) Business planning techniques, methods and evaluation. Use of up-to-date business economic analysis techniques and tools. Development and monitoring of business improvement plans at the organizational level. (5 points)</p> <p>b) Experience in developing management/human resources improvement plans and identifying innovations and practices aimed at enhancing knowledge, abilities or other capacities of a business enterprise. (5 points)</p> <p>c) Experience in providing business advice and pointing out alternative ways of achieving the same business goals. (5 points)</p> <p>d) Experience to conduct feasibility studies and business evaluations of work plans in relation to schedules and estimated costs. (5 points)</p> <p>e) Experience in applying analytical capabilities to business activities and related financial reports. (5 points)</p>	<p>5 points will be assigned for each activity to a maximum of 20 points.</p>	<p style="text-align: center;">20</p>
<p>R2) The proposed resource should demonstrate, using project descriptions, a minimum of five (5) years of experience in marine commercial fisheries operations harvesting or processing that will include the following activities:</p> <p>a) Have received any training in relation to inshore and/or mid-shore fisheries as follows: (5 points)</p> <ul style="list-style-type: none"> ➤ Pacific commercial fisheries operations. ➤ The Pacific commercial fishing industry. ➤ A solid grounding in fisheries technology in relation to vessels, gear, and other marine-related facilities 	<p>5 points will be assigned for each activity to a maximum of 30 points.</p>	<p style="text-align: center;">30</p>

<p>b) Experience in evaluating operational and individual capacities for managing mid-shore and/or inshore commercial fishing operations. (5 points)</p> <p>c) Experience in working with business improvement plans and identifying innovations and practices aimed at incrementally building technical capacity to improve long-term sustainability of in-shore and/or mid-shore <u>commercial fisheries enterprises</u>. (5 points)</p> <p>d) Experience in evaluating and fine-tuning harvesting operations and equipment management to best achieve harvesting goals of commercial fishing enterprises. (5 points)</p> <p>e) Experience to conduct techno-economic feasibility studies and evaluate proposed changes to commercial fishing operations in the context of associated schedules, estimated costs and expected outcomes. (5 points)</p> <p>f) Experience in working with fisheries science issues (including technical changes to fishing strategies and environmental impacts of fishing gear and techniques) and fisheries management (involving fishing grounds, access and quotas). (5 points)</p>		
<p>R3) The proposed resource should demonstrate, using project descriptions, a minimum of five (5) years of experience in working with the following activities:</p> <ul style="list-style-type: none"> ➤ Experience in working with First Nation communities in relation to marine commercial fisheries issues/projects/training. (5 points). ➤ Should demonstrate an understanding of Pacific First Nations cultural and economic environments and challenges in relation to marine commercial fisheries. (5 points) 	<p>5 points will be assigned for each activity to a maximum of 10 points.</p>	<p>10</p>
TOTAL		60

Bids **MUST** receive a minimum score of 75%, of the above 3 rated categories in order to be considered technically responsive.

Basis for Selection

The compliant bidder with the highest combined rated criteria points (75%) and price (25%) shall be selected as the best value supplier. An average per diem rate shall be used in the Best Value Determination if different per diem rates are bid for the initial year and the extension periods except that if a bidder quotes lower rates for the option year than for year one, the year one rate will be used for the purposes of evaluation.

For example if the bid per diem rates are \$700 in year 1, \$750 in year 2, the average per diem rate of \$725 would be used in the Best Value determination. If the bid per diem rates are \$925 in year 1, \$800 in year 2, the year 1 rate of \$925 would be used in the Best Value determination. An example of the Best Value determination is shown below:

Best Value Determination

	Bidder 1	Bidder 2	Bidder 3
Rated Criteria Points	10	12	15
Per Diem Rate	\$700.00	\$725.00	\$925.00
Calculation			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$10/15^* \times 75\% = 33.33$	$700^{**}/700 \times 25\% = 25.00$	$33.33 + 25.00 = 58.33$
Bidder 2	$12/15^* \times 75\% = 48.00$	$700^{**}/725 \times 25\% = 24.14$	$48.00 + 24.14 = 72.14$
Bidder 3	$15/15^* \times 75\% = 75.00$	$700^{**}/925 \times 25\% = 18.92$	$75.00 + 18.92 = 93.92$
* Represents the highest technical score			
** Represents the lowest priced proposal			
Assumption: The Highest technical score and the lowest price proposal received full rated percentage and other proposals are prorated accordingly.			
The winner is the bidder scoring the highest total points established by adding the technical and rated price points.			
Based on the above calculation, a contract would be awarded to Bidder 3.			

APPENDIX "E"

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 “F”
SUPPLEMENTARY CONDITIONS**

**OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING
COPYRIGHT**

I 10 Crown to Own Intellectual Property Rights

I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. 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 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.3 “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 10.1.4 “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 10.1.5 “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 10.1.6 “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 10.1.7 “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 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 *Canada to Own Intellectual Property Rights in Foreground Information*

- I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to 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 Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

or

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

I 10.3.3 (i) For greater certainty, the Contractor agrees that 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 Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information 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 completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 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 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information 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 registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

I 10.4 *License to Intellectual Property Rights in Contractor's Background Information (see alternative clause I 10.4 below for broader licence.)*

I 10.4.1 Without restricting the scope of any licence 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;

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 10.4.2 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 GC10.4.2 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 10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, 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 10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1 and I 10.4.2 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 10.4.5 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 10.4.1 and I 10.4.2 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 10.4 *License to Intellectual Property Rights in Contractor's Background Information*

I 10.4.1 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 in order for Canada to exercise its Intellectual Property Rights in the Foreground Information. 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 10.4.2 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 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 10.4.3 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 10.4.1 and I 10.4.2 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 10.4.4 Notwithstanding subsections I 10.4.1, 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 *Right to License*

- I 10.5.1 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 Background Information as required by the Contract.

I 10.6 *Access to Information; Exception to Contractor Rights*

- I 10.6.1 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 Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

- I 10.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

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;

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;

is independently developed by or for Canada; or

(a) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

I 10.7 *Waiver of Moral Rights*

- I 10.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

- I 10.7.2 If the Contractor is an author of the Foreground Information referred to in subsection

I 10.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

APPENDIX "G-1"

**PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

Contract / file number: **FP802-140354**

PROJECT TITLE: LAW ENFORCEMENT FAMILIARIZATION TRAINING

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

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

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

Contractor's Authorized Signatory: _____ **Date:** _____

(For Official Use)

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

For Use at Fisheries and Oceans Canada

Authorization of Contracting Security Authority

- I approve
- I do not approve based on:

Contracting Security Authority: _____ **Date:** _____