



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 *FP802-140238*

January 7, 2015

Subject: Request for Proposal No. FP802-140238
 **Development of an Information Guide to explain Canada's Ship-Source
 Oil Spills Preparedness and Response Regime south of the 60th parallel.**

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 upon contract award and are to be completed in 28 weeks as detailed in the Statement of Work.

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 Standard Time (EST) on **February 17, 2015.**

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@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN FEBRUARY 09, 2015, 11:00 a.m. EASTERN STANDARD TIME (EST)** 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 – Development of an Information Guide to explain
Canada’s Ship-Source Oil Spills Preparedness and Response Regime south of the 60th
parallel.**

- | | |
|-------------------------|---|
| 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 |

Department of Fisheries and Oceans

Bid Closing Date: February 17, 2015
Time: 11:00 Hours Eastern Standard Time (EST)
RFP File No: FP802-140238

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

Development of an Information Guide to explain Canada's Ship-Source Oil Spills Preparedness and Response Regime south of the 60th parallel.

1. CONTRACT PERIOD

The required services are to be performed during the period commencing upon contract award and are to be completed within 28 weeks as detailed in the Statement of Work

2. SECURITY CLEARANCE

There are no security requirements associated with this contract.

The Contractor and/or its personnel MUST NOT have access to PROTECTED and/or CLASSIFIED information on assets.

The Contractor and/or its personnel MUST NOT have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas.

The Contractor and/or its personnel MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).

The Contractor must comply with the provisions of the:

- Security Requirement Check List completed for this contract.

3. REPLACEMENT PERSONNEL

3.1 The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.

3.2 Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:

- 3.2.1 The reason for the removal of the named person from the project;
 - 3.2.2 The name of the proposed replacement;
 - 3.2.3 An outline of the qualifications and experience of the proposed replacement;
 - 3.2.4 An accepted security clearance certificate, if applicable.
- 3.3 The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 3.4 Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.

4. CRIMINAL CODE OF CANADA

- 4.1 The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty.

- 4.2 It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;
Section 124, Selling or purchasing office; or
Section 418, Selling defective stores to Her Majesty,

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

5. INSPECTION/ACCEPTANCE

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

6. AUTHORITIES

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: 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 governed by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2 The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3 The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4 The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in

compliance with the applicable post-employment provisions.

- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.
- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. CONTRACTOR STATUS

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

Refer to Appendix "F"

19. PAYMENT BY THE MINISTER

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) calendar 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. **FP802-140238**", 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

Development of an Information Guide to explain Canada’s Ship-Source Oil Spills Preparedness and Response Regime south of the 60th parallel.

For the provision of all professional services, the price quoted 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.**

6.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Appendix "B2".

6.2 An all-inclusive fixed price of: \$_____ (HST extra)

6.3 Travel Expenses

Subject to the prior authorization of the Departmental Representative, Travel and Living Expenses incurred in the performance of the work will be reimbursed, with no allowance for overhead and/or profit, within the limits permitted by the current Treasury Board Travel Directive in effect at time of travel. Allowances currently in effect are provided in the attached Appendix "B1".

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

7.1 The contractor shall propose a payment schedule based on the achievement of milestones/deliverables identified in the Statement of Work Article **A.2.1**. The payment schedule of the contract shall be provided as part of the bidder's proposal in accordance Appendix "B3" attached hereto.

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.

7.2 Payment for services rendered will be made by Her Majesty to the Contractor in accordance with the payment schedule in Appendix "B3" and upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.

7.3 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 "B1"
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:

Provinces	Cents/Km
Ontario	57.5
Manitoba	48.5
British Columbia	49.5
Saskatchewan	47.5
Northwest Territories	63.0

Provinces	Cents/Km
Quebec	52.0
New Brunswick	51.0
Newfoundland and Labrador	53.5
Nunavut	61.0
Nova Scotia	51.5
Prince Edward Island	50.5
Alberta	45.5
Yukon	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 “B2”
BASIS OF PAYMENT**

PRICE BREAKDOWN FOR FP802-140238

Bidders shall provide a breakdown of the Fixed Price quoted in Article 6.1 of Appendix “B” in accordance with the following requirements.

1. Professional Services (rates to include overhead, G&A, profit, etc.)

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>
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2. Associated Costs (long distance telephone, reproduction costs, etc.)

NOTE: The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and may be used to facilitate the evaluation of the proposal. The breakdown is provided solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs. The tendered all-inclusive fixed price will prevail in the event of any discrepancies between the two.”

**APPENDIX “B3”
BASIS OF PAYMENT**

PROPOSED PAYMENT SCHEDULE OF CONTRACT

The Contractor shall indicate below a proposed progress payment schedule based on the achievement of milestones or deliverables identified in their Workplan.

The Department reserves the right to negotiate an acceptable payment schedule prior to the award of any contract concluded as a result of the acceptance of this offer.

**APPENDIX “C”
STATEMENT OF WORK**

A.1.0 PROJECT SCOPE

A.1.1 Title: Development of an Information Guide to explain Canada’s Ship-Source Oil Spills Preparedness and Response Regime south of the 60th parallel.

A.1.2 Background and Objectives:

In the fall of 2009, the Commissioner of the Environment and Sustainable Development (CESD) conducted an audit entitled “Oil Spills from Ships”. The objective was to determine whether the Canadian Coast Guard (CCG), Transport Canada (TC) and Environment Canada (EC) were prepared to respond to oil and chemical spills from ships. The audit was tabled in Parliament in December 2010, constituting Chapter One of the 2010 Fall Report of the Commissioner of the Environment and Sustainable Development.

The CESD report found that while TC and CCG have carried out risk assessments related to oil spills from ships, a consistent or systematic approach had not been previously applied, nor were there formal processes for ensuring that risks are reassessed on an ongoing basis. It stated that, as a result, knowledge of risks in Canada to spills from ships, which is important for effective environmental response planning, is not complete or up to date.

In recommendation 1.32 of its report, the CESD recommended that:

“Building on the risk assessments conducted to date, Transport Canada and the Canadian Coast Guard should conduct a risk assessment related to ship-source oil spills covering Canada’s three coasts. The risk assessment should be conducted in consultation with Environment Canada and the shipping industry. Transport Canada and the Canadian Coast Guard should put in place processes so that risks are reviewed on an ongoing basis and the risk assessment is updated as required.”

On March 18, 2013, the Government of Canada announced a multi-year strategy to establish a World-Class Tanker Safety System, aimed at safeguarding Canada’s Marine environment and protecting communities from the harmful effects of ship-source oil pollution spills under three pillars: prevention, preparedness and response, and liability and compensation.

This announcement included the creation of a Tanker Safety Expert Panel (TSEP) to review Canada’s current tanker safety system and propose further measures to strengthen the regime.

In response to the CESD recommendations and to assist the TSEP in their review, Transport Canada, in May 2013, commissioned a pan-Canadian risk assessment of ship-source marine spills in Canadian waters. Phase I of the pan-Canadian risk assessment project was completed in November 2013 and a summary of the project’s key findings or ‘abstract’ was posted on Transport Canada’s website on December 3,

2013. The key findings of this first Risk Assessment report are that the risk from large ship-source oil spills is generally low in Canada. However, it identifies the regions in Canadian waters where the risk is relatively higher.

In November 2013, a TSEP published their first report, *A Review of Canada's Ship-source Oil Spill Preparedness Response Regime – Setting the Course for the Future*, which focused its recommendations on incorporating risk-based analysis into Canada's ship-source spill oil spill preparedness response regime (see the following link:

http://www.tc.gc.ca/media/documents/mosprr/transport_canada_tanker_report_accessible_eng.pdf).

For the purposes of this Project, the most relevant TSEP recommendation is:

“Recommendation 34 – With a view to fostering public confidence in the Regime, Transport Canada and the Canadian Coast Guard should conduct regular outreach to the public to communicate the level of risk that Canada faces. Transport Canada should also explain how the various components of the system function, including prevention, preparedness, response, and liability and compensation.”

In May 2014, the Government of Canada announced new measures to further strengthen Canada's tanker safety system. Reflecting the TSEP's main recommendation, the Government of Canada has committed to work with each of Canada's four certified Response Organizations (ROs) and other key stakeholders to develop and implement risk-based Area Response Plans (ARPs) starting in four areas with high levels of tanker traffic:

- The southern portion of British Columbia;
- Saint John and the Bay of Fundy, New Brunswick;
- Port Hawkesbury, Nova Scotia; and
- Gulf of St. Lawrence, Quebec.

The outcome of this pilot will support the implementation of Area Response Planning at the national level.

As outlined in the TSEP's first report, Canada's Ship-source Oil Spill Preparedness and Response Regime provides the framework for prevention, preparedness and response to ship-source oil spills in the Canadian marine environment south of 60. The Regime is jointly administered by three federal departments: Transport Canada (TC), Fisheries and Oceans Canada (DFO), and Environment Canada (EC) (see Annex A - Background).

The Panel's report notes that there have been no major spills in Canadian waters in recent decades, and that the overall risk of a spill is low. However, to make the regime more effective and efficient, the Panel proposed the adoption of a risk-based model for specific regions in Canada, along with additional measures to further strengthen an already strong regime.

In its November 2013 report, TSEP noted that there is “a lack of public knowledge about the Regime's fundamental principles and its overall structures, including roles and responsibilities” that are already in place. As a result, some Canadians are concerned about

Canada's ability to prevent, prepare for, and respond to ship-source oil spills, essentially lumping together all modes of oil transportation (e.g. rail, pipeline) and potential spills, regardless of source. During the TSEP consultation process, Aboriginal and other local communities, specifically in British Columbia, noted that they were unaware of the processes and procedures in place to respond to an oil spill. They expressed a strong desire to better understand key roles and responsibilities of the relevant parties, and to be engaged in the planning process.

In response to what it heard, the Government of Canada has committed to conducting outreach to the public (including Aboriginal communities/organizations), to provide a better understanding of the scope and scale of ship-source oil spill risks and increase public confidence in the safety of the marine transport of oil in Canada. It has also committed to engaging Aboriginal communities, particularly coastal communities affected by marine traffic, and other marine stakeholders in the planning process.

Transport Canada and CCG, with the contribution of relevant federal government departments (i.e., EC, other DFO areas, etc.), have therefore committed to developing an information guide on Canada's Marine Oil Spill Preparedness and Response Regime (see Annex A for additional background information).

OBJECTIVE:

The objective of this Project is to develop an Information Guide (hereafter referred to as the "Guide"), to explain Canada's Ship-source Oil Spills Preparedness and Response Regime (The Regime) in the south of 60th parallel. The Guide would be used as a communications tool for informing Aboriginal and coastal communities and the general public about the Regime. The guide will outline the Regime's broad overall objectives, key components, real level of risk, proposed enhancements and roles and responsibilities.

To achieve this objective, the Canadian Coast Guard requires the services of a contractor to assist in the production of the Guide. Specifically, the Guide will:

- Inform Aboriginal and coastal communities and the general public (hereafter the "targeted clientele") about the real versus perceived risk to the public, including Aboriginal and other communities and the environment, from ship-source oil spills in Canadian waters;
- Inform the targeted clientele about the overall ship-source oil spill preparedness and response Regime, including prevention, liability and compensation, and the new measures the Government of Canada is putting in place under the World Class Tanker Safety System to further strengthen the Regime ;
- Help build and maintain confidence among the targeted clientele that robust measures are currently in place to protect Aboriginal and other communities and the environment from marine ship-source pollution, and raise awareness of key government initiatives (e.g., Response Plans, National Aerial Surveillance Program);
- Demonstrate the Government of Canada's commitment, as part of its broader plan for Responsible Resource Development, to protect the public, including Aboriginal communities, and the environment from potential risks of ship-source oil spills in Canadian waters;
- Address any other key issues that may be identified by the CCG Project Authority during the development of the Guide.

A.1.3 Key Assumptions/Considerations:

- a. Clarify that the Regime addresses potential spills from ships transiting Canadian waters and oil handling facilities in Canada (versus spills from all sources e.g. rail, pipelines, etc.);
- b. Based on the various risk assessment reports that have been commissioned by TC (copies to be provided to the Contractor), outline the low level of risk of a ship-source spill in Canadian waters;
- c. Canada has a comprehensive approach to ship-source oil pollution that comprises three major elements. The structure of the Guide will outline the three major elements of the Regime in a sequential and comprehensive form (Prevention; Preparedness and Response; Liability and Compensation). However, for purposes of developing the Guide, there will be two separate sections on “Preparedness” and “Response”, as well as a separate section on “Monitoring” for a total of five components as follows:
 - i) Prevention:
 - o The suite of legislative and regulatory frameworks that govern tanker and vessel safety, including construction standards, crew certification, inspections, navigation vessel traffic management, pilotage, as well as surveillance and monitoring of ships such as the National Aerial Surveillance Program;
 - ii) Preparedness and iii) Response:
 - o Legislative and regulatory instruments that establish and maintain oil spill Preparedness and Response capability in Canada, including:
 - Rules for vessels, oil handling facilities and Response Organizations;
 - TC’s certification process;
 - The oversight and monitoring of industry’s compliance with these rules; and,
 - The roles and responsibilities, and capabilities of federal departments and agencies in overseeing industry’s response or in commanding the response in situations where the polluter is unknown, unwilling or unable to do so.
 - iv) Liability and Compensation:
 - o Multi-tiered, international and domestic framework for liability and compensation in the event of an oil spill, including the strict liability of the ship-owner and the cargo owner’s financial contribution to the Ship-source Oil Pollution Fund and the International Oil Pollution Compensation Funds for ship-source spills.

- v) Monitoring (What is done after a clean-up by all responsible authorities (e.g. rehabilitation):

- d. For each of the above five components, the following templates could be used (example only):-
 - o Prevention:
 - Define “Prevention”;
 - Outline applicable Acts and regulations;
 - Identify who the main players, including their clear roles and responsibilities;
 - Identify high level given potential risks and opportunities (e.g. environmental, social and economic risks; employment and economic opportunities);
 - Identify how targeted clientele (i.e., Aboriginal and coastal communities, general public, etc.) can be involved in “Prevention”;
 - Identify relevant contact information (GoC; ROs, other);
 - Other (that may be identified by the CCG Project Authority during the development of the Guide

- e. The guide must also:
 - o contain a section outlining key messages to be communicated to the targeted clientele for each of key components of the Regime (as described in d. above);
 - o be concise and user-friendly from the perspective of the targeted clientele include key facts, figures, graphics, illustrations, pictures (to be provided by the CCG Project Authority or otherwise developed/obtained by the Contractor);
 - o include examples of best practices/case studies, as appropriate ;
 - o include a glossary/key terminology;
 - o identify applicable resources (e.g., websites; documents; key Contacts; etc.).

- f. The CCG Project Authority with the assistance of its partner departments will provide the background and content required to the Contractor and/or the Contractor’s resources;

- g. The Contractor will test the draft Guide (or mock-up) with approximately 2 usability testing groups in British Columbia, two (2) in New-Brunswick, and two (2) in the Province of Québec (for a total of 6 usability testing groups in these regions). The Contractor and/or the Contractor’s resources will be required to present the draft Guide to the usability testing groups and to make the necessary adjustments to the Guide as required.

- h. The Contractor will be responsible for its own costs to attend the meeting with the usability testing groups. The CCG Project Authority will be responsible for setting up the meetings and paying any costs associated with renting the facilities and equipment, ensure the translation of the guide in French where required, and for carrying out the testing.
- i. Following the focus groups meetings, the Contractor will provide to the CCG Project Authority the final draft (mock-up) for approval.
- j. The contractor needs to take into consideration that although the Guide would first be distributed to Aboriginal and other coastal communities in northern British Columbia, it will be national in scope and disseminated across Canada.

A.2.0 PROJECT REQUIREMENTS

A.2.1 Tasks and Deliverables:

The Contract is expected to be completed in 28 weeks period. Due to the short timelines of this Project, it may be necessary for the Contractor to perform certain phases or the task simultaneously to ensure that the project milestones are completed on schedule. The Project includes the following phases of work:

Contractor Tasks	Contractor Deliverable	Estimated Completion (after contract award)
Phase I – Finalization of Schedule and Plan		
The Contractor conducts a preliminary review of background information provided by the CCG Project Authority.	To be determined on contract award	2weeks
The Contractor attends introductory meetings with the CCG Project Authority, and the Interdepartmental Subject Matter Experts Advisory Group (hereafter the “SMEAG”)	TBC	2 weeks
Project The Contractor submits a proposed schedule and Plan to CCG Project Authority	TBC (Draft Schedule and Plan)	3 weeks
Within 5 (days) of the introductory meetings, the Contractor submits the revised (final) Project Plan and Schedule to the CCG Project	TBC	3 weeks

Contractor Tasks	Contractor Deliverable	Estimated Completion (after contract award)
<p>Authority for approval.</p> <p>The Contractor identifies results measures and proposed evaluation criteria that will be used to determine the effectiveness of the Guide.</p>	TBC	3 weeks
<p>Phase II – Literature Review</p> <p>The Contractor conducts a comprehensive review of the background information provided by the CCG Project Authority and the SMEAG.</p> <p>The Contractor attends meetings (in person or via teleconference) with the CCG Project Authority and/or the SMEAG as required to discuss the background information and seek clarification as required.</p>	TBC	5 weeks 5 weeks
<p>Phase III – Preliminary Design</p> <p>The Contractor produces a draft generic Table of Contents of the Guide, including an overview of key figures, graphics, etc.</p> <p>The Contractor submits the draft generic Table of Contents to the CCG Project Authority and the SMEAG for review and approval.</p> <p>The Contractor revises the Table of Contents as required and submits the Table of Contents to the CCG Project Authority for final approval (in consultation with the SMEAG).</p>	<p>TBC (Draft Generic Table of Contents)</p> <p>TBC (Final Draft Generic Table of Contents)</p>	<p>6 weeks</p> <p>7 weeks</p> <p>8 weeks</p>
<p>Phase IV – Development of Draft Guide (Mock-Up)</p> <p>The Contractor develops the sections of the Guide according to the information stated in section</p>	TBC	10-12 weeks

Contractor Tasks	Contractor Deliverable	Estimated Completion (after contract award)
<p>2) Nova-Scotia (i.e., Dartmouth); and, 3) Province of Québec (i.e., Québec)</p> <p>The CCG Project Authority and the SMEAG will identify the participants of each usability testing groups in collaboration with TC and CCG regional offices and secure facilities to conduct the usability testing groups meetings.</p> <p>The Contractor will present the draft Guide, and seek input from usability testing groups participants. Approximately, a half-day session is anticipated with each of the usability testing groups. For the conduct of the usability testing group in Québec, the draft Guide will be translated in French and the costs will be assumed by the CCG Project Authority.</p> <p>N.B. The Contractor will NOT be required to make adjustments to the draft Guide following each usability testing group meeting.</p>	<p>TBC</p> <p>TBC</p>	
<p>Phase VII – Final Review</p> <p>The Contractor will present the findings of the usability testing groups meetings to the CCG Project Authority and the SMEAG in a summary report for their consideration, discussion and potential inclusion in the proposed final version of the Guide.</p> <p>Based on the feedback received from the CCG Project Authority and the SMEAG, the Contractor will revise the Guide and present</p>	<p>TBC (Summary report of the sessions' findings)</p> <p>TBC</p>	<p>21-22 weeks</p> <p>23-24 weeks</p>

Contractor Tasks	Contractor Deliverable	Estimated Completion (after contract award)
the final version of the Guide to the “Area Response Planning Steering Committee” and/or the “World Class Tanker Safety System Directors General Committee” for final review and approval, and will make any necessary adjustments to the Guide following the meeting.		
Phase VIII – Final Version The Contractor delivers the final version of the Guide (mock-up) to the CCG Project Authority.	Final Version of the Guide (mock-up)	26-28 weeks

A.2.2 Technical, Operational and Organizational Environment:

Background information will be provided to the Contractor at the commencement of the Contract. Should the Contractor require additional details related to the Technical, Operation and Organizational Environment for this work, the CCG Project Authority (and the SMEAG) will provide it to the Contractor on mutually agreed-upon dates for the information.

A.2.3 Method and Source of Acceptance:

All deliverables and services rendered under this Contract are subject to inspection by the CCG Project Authority. The CCG Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

A.2.4 Project Management Control Procedures:

The Project Authority shall ensure that the Contract will be brought in on time, on budget and of an acceptable quality (i.e. submission of progress reports, option analysis, etc.). The Contractor will attend meetings as outlined in section A.2.1 and as may otherwise be required, and identify issues that could have an impact on timeline, budget or quality.

A.2.5 Change Management Procedures:

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contract

Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contract Authority.

A.3.0 OTHER TERMS AND CONDITIONS OF THE SOW

A.3.1 Authorities and Governance:

The CCG Project Authority (or delegated departmental representative) is responsible for all matters concerning the technical content of the Work under the Contract. For the purposes of this Contract, the CCG Project Authority and/or is designate will be stated on contract award.

(To be provided at Contract Award)

It is expected that the CCG Project Authority will be supported by the Interdepartmental Subject Matter Experts Advisory Group (SMEAG) to assist in reviewing all deliverables; providing background information on relevant communities; and developing the specific content for the Guide that will be developed by the Contractor.

A.3.2 CCG's Obligations:

The CCG Project Authority will provide and/or make available for the duration of this Contract:

- Access to the departmental library, government and departmental policies and procedures, publications, reports, studies, etc.;
- Access to a staff member who will be available to coordinate activities; and
- Provide other appropriate assistance or support as required.

A.3.3 Location of Work, Work Site and Delivery Point:

The majority of the Work will be completed at the Contractor's site. However, the Contractor's primary contact for the work will be required to participate in bi-weekly teleconference meetings with the CCG Project Authority and a number of face to face presentations as identified in A.2.1. They may also be invited to participate in meetings (either in person or via teleconference) in Ottawa, as needed (and the three usability testing group regions where needed).

A.3.4 Expertise Required

The successful respondent must assign team members to this project that are qualified, knowledgeable and experienced and demonstrate the following abilities by way of a statement of capabilities.

A.3.5 Contractor Resources

- The Contractor will be responsible to ensure that the proposed resources are assigned for the duration of the agreement and is not replaced without due cause.
- In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress.
- Should, for any reason, the designated resources are not available, the Contractor shall immediately make available a fully qualified replacement resource at the same level or higher.
- The replacement resources will be evaluated in accordance with the criteria set in this proposal call.
- The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, alternate resources would be proposed.
- The Contractor shall notify the Project Authority in writing for the reason for the unavailability of the resources named in the proposal.
- Failure to provide satisfactory resources may result in termination of any resulting Contract.
- Under no circumstances shall the Contractor allow performance of the services by a replacement resource that has not been authorized by the CCG Project Authority.

A.3.6. Continuity and Replacement of Resources

Responses must provide a contingency plan that identifies the course of action that they will implement if, during the course of the assignment, the respondent or any designated resource/resources become unavailable due to unavoidable circumstances. It will be the respondent's responsibility to ensure that there is no negative effect on any work in progress.

Should for any reason the successful respondent or the designated resource no longer be available, the successful respondent shall immediately make available a fully qualified replacement resource at the same level or higher. It should be noted that the replacement personnel would be evaluated in accordance with the criteria set in the proposal call for the resource category being replaced. The Project Authority retains the right to refuse the proposed replacement resources in which case, and within a reasonable period of time, alternate resources shall be proposed. If no suitable replacement resources can be provided then the Project Authority may elect to terminate the contract.

A.3.7 Proposal Requirements

Proposals in this Terms of Reference must be presented to Canadian Coast Guard (CCG) by the date stipulated in the cover letter. Bidders must provide complete proposals indicating how they meet all mandatory requirements as outlined in Appendix D - Evaluation Criteria.

Respondents are encouraged to follow the suggested format for a response:

I. Executive Summary

A brief written description that summarizes the proposal.

II. Understanding of the Work

Respondents must confirm their understanding of the Scope of Work to be undertaken.

III. Work Plan and Schedule

Respondents must produce a work plan and schedule demonstrating how the respondent intends to execute the Scope of Work that must be completed within 28 weeks. The work plan and schedule does not need to refer to specific dates. The work plan and schedule should simply identify tasks and approximate time requirements for each task.

IV. Corporate Experience

Respondents must demonstrate corporate experience and qualifications by providing a summary of at least two (2) similar projects, which must include:

- a) a brief description of the project including the respondent's scope of work on the composite project;
- b) the timeframe during which the work was completed; and
- c) the value of the project.

V. Team members

For each team member, respondents must provide a resume and include a brief description of their

- a) qualifications and experience;
- b) their role and responsibilities in relation to the Scope of Work; and
- c) their role and responsibilities in the projects presented under Corporate Experience (if applicable).

Respondents must confirm, as part of this proposal, that the team members proposed will be the ones performing the work. Respondents must also agree to, and acknowledge, that substitutions of these stated team members will not be permitted without the consent of Canadian Coast Guard.

VI. Project Management

Respondents must identify the project manager, describe the reporting relationship and provide a diagram showing the team structure. Respondents must describe their planned project management – both within the team and with Canadian Coast Guard and its advisors and consultants and sub-consultants that have, or will, be retained to undertake other studies.

VII. References

Respondents must provide a minimum of three references who can attest to the respondent's experience and expertise. E-mail addresses and phone numbers are required.

VIII. Pricing

Respondents are requested to provide a fixed priced proposal to undertake the work activities as described in the Statement of Work.

A.3.8 Language of Work:

The work will be conducted in English and all deliverables will be provided in English only. CCG will undertake to translate the content of all deliverables once the material has been finalized and accepted. However, it is expected that the focus group in Québec will be conducted in French and New-Brunswick in a bilingual format. The proposed resource(s) must be fluent in English and French for the usability testing

group in Quebec and New-Brunswick. Fluent is defined as Written, Verbal, and Comprehensive at an advanced level. Please see below the legend.

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

A.3.9 Security:

All resources working on this requirement must hold a valid Security clearance at the

level of Enhanced Reliability for the duration of the Contract.

A.3.10 Insurance Requirements:

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including such liability as may be referenced elsewhere by the provisions of this Contract.

A.3.11 Ownership of Intellectual Property:

The Crown will retain ownership of the Intellectual Property emanating from this requirement under the exception 6.4.1 (see below) where statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.

6.4.1 – Information for Public Dissemination. This exception applies when the purpose of the contract is to generate knowledge and information for public dissemination.

A.3.12 Travel:

In support of the usability testing group sessions (in Phase VI) the Contractor will be asked to travel to the usability testing group sessions location (i.e. British Columbia (Victoria and/or Vancouver); Nova Scotia (Dartmouth); and, Province of Québec (Quebec)). The travel costs are expected to be under \$10,000 and all such travel will be preapproved by the CCG Project Authority and reimbursed in compliance with the Treasury Board Directive on Travel.

4.0 PERIOD OF CONTRACT

The period of the Contract is from the date of Contract Award and completed within 28 weeks based on the deliverables dates identified in A. 2.1 of the SOW.

ANNEX A - BACKGROUND

The Federal Government provides the legislative, regulatory and policy framework for Canada's ship-source oil spill preparedness and response regime, and oversees the industry's planning, preparedness and response activities that would be undertaken in the event of a spill. The Regime is jointly administered by three federal departments: Transport Canada (TC), Fisheries and Oceans Canada (DFO), and Environment Canada (EC).

TC is responsible for managing the overall implementation of the World-Class strategy. TC is the lead federal department responsible for regulating shipping and administers a comprehensive legal framework under a number of Acts. TC certifies Canada's four Response Organizations, based on their preparedness and response plans, and is also responsible for administering the components of the regime that deal with liability and compensation for incidents involving ships.

DFO is responsible for administering the Oceans Act and the Fisheries Act. DFO's Canadian Coast Guard (CCG) provides leadership and facilitates the development and implementation of plans for the integrated management of activities and measures that affect Canada's coastal, marine and estuarine ecosystems. The CCG is the lead federal Agency responsible for ensuring an appropriate response to ship-source pollution incidents in Canadian waters. Its role can vary depending on whether the polluter is unknown, unwilling, or unable to mount an effective response to a ship-source spill. CCG is also responsible for supporting safe and efficient marine navigation through the delivery of four prevention-based programs.

EC's mandate is to preserve and enhance the quality of the natural environment. EC contributes to the prevention, preparedness and response to the environmental emergencies, including ship-source oil spills.

Other relevant federal government departments also play a role in the implementation of the Regime, e.g. Natural Resources Canada's mandate includes roles within the natural hazard emergency management continuum of: mitigation, preparedness, monitoring and alerting, and response and recovery.

In addition to relevant federal government departments, other levels of government, industry and stakeholders have a role in preparing and responding to marine oil spills. For instance, the shipping industry, as the creator of the risks, bears the liability and responsibility under the "polluter pays" principle to respond in the event of a marine incident in Canadian waters, and therefore is charged with the operational elements of the Regime. Industry's operational role is carried out through four industry-funded and government-certified Response Organizations (mentioned above), which maintain a level of preparedness, according to Canadian regulations and standards, to respond to spills. As outlined in the *Canada Shipping Act*, based on a review of the ROs proposed preparedness and response plans, TC certifies ROs to fulfill this role and related responsibilities.

**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

Evaluation Criteria & Selection Methodology

Acceptance of Request For Proposal Terms and Conditions

By submitting a Proposal in response to this Request for Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Proposal, including the Statement of Work, Evaluation Criteria, Selection Methodology and any related appendices.

Evaluation of Proposals

Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.

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

In order to evaluate the number of years of experience attained, the Proposal shall, as a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years’ experience attained, will result in the Proposal being declared NON-COMPLIANT.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2003; the total months of experience for these two project references are seven (7) months.

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

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

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly demonstrated evidence. As stated in the paragraphs above, any supporting documentation and/or résumés will be accepted as such evidence.

An evaluation team composed of government officials from the DFO/CCG Technical Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a perceived or actual conflict of interest position by participating. Evaluation members would be subject to Conflict of Interest Guidelines.

1. 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.

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) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>M1. Corporate Experience producing information and/or communication tools/products for public sector clients targeting the Canadian public</p> <p>The Bidder as a corporate entity must have a minimum of three (3) years of experience in the last ten (10) years developing and designing information tools for public sector clients. Specifically, the Bidder must have experience in vulgarizing policy, regulatory and scientific information for the general public.</p> <p>At the firm level, the Bidder must provide two (2) written project summaries describing in detail, the firm's current/previous experience in successfully developing and designing information tools for public sector clients, within</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>one or more client organizations during the past ten (10) years. Each of the Bidder's proposed resources must have been actively involved in a minimum of one (1) of the cited project summaries.</p>		
<p>M2. Corporate Experience developing information tools/products for non-public sector clients intended for various clientele</p> <p>The Bidder as a corporate entity must have a minimum of three (3) years of experience in the last ten (10) years designing information tools/products for non-public sector clients (e.g. including Aboriginal communities and organizations, and environmental non-governmental organizations).</p> <p>At the firm level, the Bidder must provide two (2) written project summaries describing in detail, the firm's current/previous experience in successfully designing information tools/products for non-public sector clients, within one or more client organizations during the past ten (10) years. Each of the Bidder's proposed resources must have been actively involved in a minimum of one (1) of the cited project summaries.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M3. Project Manager experience developing and designing information products for public sector clients (and/or non-public sector clients) targeting the Canadian public</p> <p>The Project Manager proposed by the Bidder must have a minimum of three (3) years of experience in the last ten (10) years developing and designing information tools for public sector clients targeting the Canadian public, including Aboriginal communities and organizations, and environmental non-governmental organizations, and/or general public). Specifically, the Project Manager should have experience in vulgarizing policy, regulatory and scientific information for the general public.</p> <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for Project Manager resource named in their bid; c.v.'s must include chronological work experience (indicated in years/months) as well as a detailed listing of the experience, educational and professional designation attainments, as well as all other academic credentials for each proposed resource. Bidders must indicate the role to be played on the project for each proposed resource.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>M4. All other resources experience developing communication strategies and designing information products/tools for public sector clients targeting the Canadian public (e.g. including Aboriginal communities and organizations, and environmental non-governmental organizations).</p> <p>All of the other resources proposed by the Bidder must have a minimum of one (1) year of experience in the last ten (10) years developing communication strategies and designing information tools/products for public sector clients targeting the Canadian public (e.g. including Aboriginal communities and organizations, and environmental non-governmental organizations).</p> <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for all other resources named in their bid; c.v.'s must include chronological work experience (indicated in years/months) as well as a detailed listing of the experience, educational and professional designation attainments, as well as all other academic credentials for each proposed resource. Bidders must indicate the role to be played on the project for each proposed resource.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M5. Proposed Approach, Methodology and Schedule</p> <p>The Bidder must provide in their Technical Proposal an Approach, Methodology and Schedule in sufficient detail to describe to show how it relates to the Phases, Tasks, Deliverables and Timelines identified in A.2.1 of the SOW and includes:</p> <ul style="list-style-type: none"> a) the General Approach which will be undertaken for the work; b) the Methodology that is proposed for the work and if it has been previously deployed by the Bidder; c) the Work Plan and Project Schedule cross referenced against the tasks in the SOW; and d) the Performance and Quality Assurance approach that will be undertaken. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

2. RATED REQUIREMENTS:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 70% of the total score (21 out of 30 possible points) of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 70% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

In cases where more than one resource is being proposed for the same resource category and level EACH of the resources will be evaluated separately and the average of the two scores will be used for evaluation purposes for the criteria for the specific resource category and level.

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) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the start and end dates of the work).

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>R1. Working with the Government of Canada Accessibility Standard</p> <p>The Bidder as a corporate entity should have experience in the last five (5) years producing information or communication tools/products that are compliant and met the Government of Canada Standard on Web Accessibility and the Standard on Web Usability.</p> <p><i>10 point for every year of such experience for a maximum of five (50) points</i></p>	50	

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>R2. Project Manager experience developing and designing information tools/products/or guides for public sector clients targeting the Canadian public (e.g. including Aboriginal communities and organizations, and environmental non-governmental organizations, and the general public)</p> <p>Beyond the minimum three (3) years of experience cited for M3 the Project Manager proposed by the Bidder should have additional experience in the last ten (10) years developing and designing information tools for public sector clients targeting the Canadian public, including Aboriginal communities and organizations, and environmental non-governmental organizations</p> <p><i>10 point for every additional year of such experience for a maximum of five (30) points</i></p>	30	
<p>R3. Experience summarizing policy, regulatory and scientific information for the general public</p> <p>The resource proposed as the Project Manager should have experience in summarizing policy, regulatory and scientific information for the general public in the last ten (10) years.</p> <p><i>5 points for every year of such experience for a maximum of fifty (50) points</i></p>	50	
<p>R4. Experience conducting focus group sessions with various clienteles (e.g. general population, Aboriginal communities/groups; other group of interest) related to the validation of information tools/products</p> <p>The resource proposed by the Bidder to undertake the work related to the development and the conduct of focus group sessions to validate the draft information guide. The Bidders should have experience in conducting such focus group the last 5 years. Conducting such focus group will Aboriginal communities/groups may be considered as an asset</p> <p><i>10 point for every year of such experience for a maximum of fifty (50) points</i></p>	50	

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>R5. Proposed Approach, Methodology and Schedule</p> <p>The proposed Approach and Methodology should meet the objectives and tasks identified in the SOW.</p> <p><i>A score of ten (100) points will be assigned if Bidder's response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work. Addresses and exceeds as outlined in the SOW.</i></p> <p><i>A score of seven (70) points will be assigned if the Bidder's response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Addresses all elements as outlined in the SOW.</i></p> <p><i>A score of five (50) points will be assigned if the Bidder's response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Addresses most elements as outlined in the SOW.</i></p> <p><i>A score of three (30) points will be assigned if the Bidder's response minimally addresses the criterion. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the work. Addresses some elements as outlined in the SOW</i></p> <p><i>A score of zero (0) points will be assigned if The Bidder does not address the criterion. Does not address any elements as outlined in the SOW.</i></p>	100	
Minimum Score	196	
Total Score Available	280	

3. SELECTION METHOD

1. Basis of Selection

The Method of Selection to issue the resulting Contract is **Proposal - Best Overall Value**

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.

Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the **lowest total price** will be recommended for award of a TA Contract.

For each proposal:

Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 30.

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 70$$

Calculation of Financial Score: the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 30 points, as follows:

$$\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\$)}} \times 30$$

CALCULATION OF TOTAL SCORE:

[Bidder's **TECHNICAL SCORE** (70%) + [Bidder's **FINANCIAL SCORE** (30%)] = Bidder's **TOTAL SCORE** (100%).

The Number of Contracts to be awarded is One.

Best Overall Value Determination

Example of best value calculation is provided in Table 1 below.

Table 1:

	Bidder 1	Bidder 2	Bidder 3
Rated Criteria Points	8	9	10
Per Diem Rate	\$600.00	\$700.00	\$800.00
Calculation			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$8/10 \times 70\% = 56$	$600^{**}/600 \times 30\% = 30$	$56 + 30 = 86$
Bidder 2	$9/10 \times 70\% = 63$	$600^{**}/700 \times 30\% = 26$	$63 + 26 = 89.$
Bidder 3	$10^{*}/10 \times 70\% = 70$	$600^{**}/800 \times 30\% = 23$	$60 + 23 = 93$
* Represents the highest technical score			
** Represents the lowest priced proposal			
Assumption: The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated 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.			

CONTRACT ADMINISTRATION:

Total Cost: Under \$90,000 (including professional fees, travels (Section A.3.12) and taxes).

Timing: Duration from the contract award from a maximum of 28 weeks.

Language of work: English. Although the vast majority of the work will be conducted in English (including the usability testing groups in New Brunswick and British Columbia), the usability testing groups in Québec will need to be conducted in French and bilingual in New-Brunswick.

Special Considerations:

Work is to be submitted in English in Microsoft Word Format and in PowerPoint for presentations. If the consultant wishes to submit the Guide in a format other than Microsoft Word, written approval from the CCG Project Authority is needed.

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

The Crown will own IP – invoking exception 6.4.1 of the Treasury Board policy
on Title to Intellectual Property Arising Under Crown Procurement Contracts
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>):

6.4.1 to generate knowledge and information for public dissemination;

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:

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

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.