



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub - Fredericton
301 Bishop Drive
Fredericton NB E3C 2M6

May 14, 2015

Subject: Request for Proposal F5211-150143
Creating Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnstone Strait

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Electronic proposals will be accepted until 2:00 PM Atlantic Time, Friday, May 29, 2015. Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

TENDER SUBMISSION

F5211-150143 Creating Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnstone Strait

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from www.buyandsell.gc.ca . Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting contract.

For further information, please contact the Contracting Authority, Cathi Harris by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca .

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

All questions regarding this request for proposals should be submitted in writing, no later than May 22nd, 2015. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards

Cathi Harris
Fisheries and Oceans Canada
Contract Services

F5211-150143

Creating Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnstone Strait

1. Letter of Invitation
2. Offer of Services / Contract Form
3. Instructions to Tenderers
4. Terms of Payment
5. Statement of Work
6. Evaluation Criteria
7. General Conditions – Professional Services
8. Supplemental Instructions to Bidders – Former Public Servant Certification

Bid Closing Date: May 29, 2015
Time: 2 pm (14:00 Hours) Atlantic Time
Contract/File No: F5211-150143

OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

Creating Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnstone Strait

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the services.

3. CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. This Offer of Services / Contract Form duly completed and signed;
2. Document attached hereto or referenced entitled "Statement of Work";
3. Document attached hereto or referenced entitled "General Conditions";
4. Document attached hereto or referenced entitled "Terms of Payment";

4. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. CONTRACT PERIOD

Date of award to December 31, 2015

6. TENDERED PRICES

SERVICES AND ASSOCIATED COSTS

For the provision of all professional services, including all associated costs necessary to carry out the required work.

Deliverables	Tasks	Milestone Payment (% of total cost)
Haida Gwaii BoPs	<ul style="list-style-type: none"> • cross-walking the different data sets to the BoP BType classes • apply GIS operations to create/union polygons and clean-up • Provide GIS layer and metadata 	20%
Evaluating the integration of backscatter data into BoPs for test area	<ul style="list-style-type: none"> • Create polygons using similar methodology as used for deeper water • Submit evaluation report suitable for preparation as a primary publication 	30%
Queen Charlotte and Johnstone Strait BoPs	<ul style="list-style-type: none"> • Substrate datasets pre-processing • cross-walking the different data sets to the BoP BType classes • define background substrate layer • apply GIS operations to create/union polygons and clean-up • Provide GIS layer and metadata 	20%
Update Strait of Georgia BoPs	<ul style="list-style-type: none"> • Substrate datasets pre-processing • cross-walking the different data sets to the BoP BType classes • apply GIS operations to create/union polygons and clean-up • Provide GIS layer and metadata • Provide documentation of methods and data used for Haida Gwaii, Queen Charlotte & Johnstone Straits and Strait of Georgia BoPs. 	30%

Total Cost of Project: \$ _____ + GST

7. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

8. SUBMISSION

The Contractor submits herewith the following:

- a) Offer of services/contract form (duly completed and signed) – 1 soft copy;
- b) Proposal – 1 soft copy;
- c) Supplemental Instructions to Bidders – Former Public Servant Certification.

Prices must appear in the financial bid only. No prices are to be indicated in any other section of the bid.

9. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed in Article 6 on the full understanding that this Total Estimated Tendered Price 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.

10. APPROPRIATE LAW

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

11. 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.

12. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments shall collectively constitute the contract entered into between the Parties.

13. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

14. REPLACEMENT OF PERSONNEL

14.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

14.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

14.3 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and,
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

14.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

14.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in

accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

14.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2015.

Contractor's signature _____

16. CONTRACTOR'S ADDRESS

For purposes of or incidental to the contract, the Contractor's address shall be that which is indicated in Article 1.

17. DEPARTMENTAL PERSONNEL

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

Cathi Harris
Materiel and Procurement Services | Services du matériel et des acquisitions
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 allée Bishop
Fredericton, NB | Fredericton N-B E3C 2M6
Cathi.Harris@dfo-mpo.gc.ca

PROJECT AUTHORITY

(To be completed upon contract award)

18. 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:

18.1 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:

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

18.3 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:

18.4 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

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2015.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2015.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

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.

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 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 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 \$1,000,000 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 sixty (60) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) 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 five (5) 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.

TERMS OF PAYMENT

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 6 of the OFFER OF SERVICES/CONTRACT FORM.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

STATEMENT OF WORK

Title

Creating Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnstone Strait.

Introduction

Fisheries and Oceans Canada has a requirement for the creation of Bottom Patches for Haida Gwaii, Queen Charlotte Strait and Johnston Strait.

Fisheries and Oceans Canada (DFO) Science has been tasked with mapping benthic ecosystems. The benthic ecosystems mapping project entails the development and maintenance of a geo-spatial database to store and analyze marine abiotic and biotic data that vary spatially and temporally. These data will subsequently be used for analyses that predict habitat suitability for Valued Ecosystem Components (species or habitats).

The large extents of British Columbia's marine waters necessitates the development of predictive models to best determine where species are located, since not all benthic habitats can be surveyed. The first step of this benthic ecosystems mapping project is to create a comprehensive reference GIS layer to provide a suitable framework for attaching other important indicators of habitat and the associated biota. For the nearshore (intertidal and waters < 50m), the methodology for creating such a layer has been developed by the Nearshore Habitat Working Group over several years and is now published (Gregr, E.J., Lessard, J. and Harper, J. 2013. A spatial framework for representing nearshore ecosystems. *Oceanogr.* 115: 189-201. <http://dx.doi.org/10.1016/j.pocean.2013.05.028>). The framework was originally applied to the Strait of Georgia. At the time of the framework development, detailed electronic bathymetry was not available for the Strait of Georgia. Since then, a framework to incorporate several sources of bathymetry as well as land elevations has been developed to create a seamless land-sea elevation model. This framework has been applied to the north and central mainland coast of British Columbia (BC) as well as the west coast of Vancouver Island, and partially to Haida Gwaii.

Background

The Nearshore Habitat Working Group (NHWG) has been working towards comprehensive spatial coverages of the physical and biological characteristics of habitats in the nearshore (0 – 50 m) region of the BC coast. This region – termed the 'white strip' by marine geologists because of the lack of physical data – is dynamic, highly variable and difficult to access. Data collection is therefore difficult and expensive and, with few exceptions, the habitat analyses have been conducted over small spatial extents but at high resolution.

NHWG conceived the concept of bottom patches (BoPs) and developed a framework to create a seamless polygon coverage. The framework integrates physical descriptions from the TRIM-based BC ShoreZone data, substrate data from shellfish and herring dive surveys undertaken by DFO Science, and bottom quality and soundings data from the Canadian Hydrographic Service

(CHS) to define and create BoPs. The result is a single representation of the nearshore based on an integration of the best available data. The semi-automated approach is intended to be updatable, and thus can easily accommodate improvements in data quality and availability. The physical delineation of the nearshore region will provide a suitable framework for attaching other important indicators of habitat and the associated biota.

The BoPs were created for the Strait of Georgia by Mr. Gregr, SciTech, under small contracts funded through the 'Ecosystem Research Initiative – Strait of Georgia' (<http://www.pac.dfo-mpo.gc.ca/science/oceans/detroit-Georgia-strait/index-eng.html>). In 2013-2014, Mr. Gregr developed the methods for creating the integrated, land-sea elevation model, and applied the BoP framework to the west coast of Vancouver Island as part of an NSERC-funded research project.

Contract Dates

The intent is to establish a contract for the period of Contract Award to December 31, 2015.

Objectives

The objective of this contract is to create the reference nearshore GIS layer for all of Haida Gwaii as well as all the straits between Vancouver Island and the BC coast mainland (i.e. Queen Charlotte Strait, Johnstone Strait and Strait of Georgia). Essentially, under this contract, the reference GIS layer will be completed for all of BC coastline using the same methodology. Additionally, as more multibeam surveys are being conducted and increasingly in shallower waters where these surveys may be useful for mapping the nearshore, there is a need to assess how the results differ when multibeam data are used and to evaluate how multibeam data can be incorporated into the current frameworks.

Tasks

For the Haida Gwaii, Queen Charlotte, Johnstone Strait and Strait of Georgia, the steps to produce the BoPs for each area are similar and may only differ in bathymetry resolution and/or the substrate datasets used. A detailed description of each task is provided below.

- Substrate datasets data processing: The datasets provided to the contractor are DFO shellfish and herring dive survey points, BC ShoreZone as well as bottom quality and grab samples from CHS. Other regional and local datasets may also be provided depending on availability in each area. The contractor will work with the Project Technical Authority to ensure these data are included in the analysis. This task involves the following steps: 1) transferring table data into a point shape file as necessary (depending on the format of the source data), 2) ensuring all points are in the appropriate depth ribbon, 3) creating Thiessen polygons from the points resulting from step 2, and 4) verifying the polygon shape file for completeness (slivers and polygons < 4 m² to be removed) and how it aligns with the bathymetry provided. This task has already been completed for Haida Gwaii.

- Cross-walking all the different data sets to the BoP BType classes: This task involves assigning a common defined bottom type (BType) to each source data record based on the classification associated with each datasets. The BoPs BType to be used has been defined in Gregr et al (2013) which also includes the relationships between the common substrate classification and the different classifications used in each datasets.
- Define background substrate layer: There are some areas of the study area where available substrate data are too sparse for interpolation (Thiessen polygons). For such instances, the solution developed by Gregr et al (2013) is to create a background layer where substrate is predicted based on rugosity and bottom current. However, results from the west Coast of Vancouver Island study area indicate that this approach may not be suitable in more high energy environments (e.g., Haida Gwaii). The contractor will therefore be expected to work with the Project Technical Authority to develop a suitable background substrate layer for each of area of interest, using some combination of bathymetry and energy (tidal, wind-wave, and ocean currents). The method to use and this task has already been completed for Haida Gwaii.
- Apply GIS operations to create/union polygons and cleanup: All the different layers created in the previous tasks need to be integrated and BType assigned based on priority (see Gregr et al, 2013). The union of these layers usually creates slivers which need to be merged with neighbouring polygons. The minimum polygon size is 4 m². This is a complex task where 'decisions' should be as automated as possible so that it can be replicated by others (for verification) or in the future when more data are available. The resulting BoPs will have to be visually inspected for anomalies (e.g., comparing to depth ribbons and GIS layers created from the different substrate datasets) and existing GIS layers may be provided to validate the resulting BoPs. A detailed description of the methods and scripts used is to be provided to Project Technical Authority as well as complete metadata according to FGDC standards.
- Provide GIS layer and documentation: The BoPs shape file in ArcGIS 10.x, metadata and write up of methodology delivered to Project Technical Authority via an FTP site or other suitable methods (e.g., external hard drive).
- The process to map habitats in deeper waters (> 50m) differs from the one use in the nearshore because most of the sampling methods to gather substrate data are different. In deeper waters, the decision has been made to use validated backscatter from multibeam sonar surveys to use as reference layer to map habitats. The differences, and how to accommodate/merge these differences, in the reference layers between the deep waters and the nearshore need to be investigated as the overall goal of the Habitat Mapping project is to map all areas in a seamless approach. Some multibeam surveys exist for shallower waters (20-50 m) and a reference layer can be created using the methodology for deep waters and compared to the resulting reference layer created using Gregr et al (2013). The area(s) that will be used to compare the two methodologies have yet to be determined, but will be based on 2-3 multibeam surveys. Within the chosen multibeam surveys, there will be a good coverage of substrate points and the BoPs will have already been created.
 - Create nearshore polygons from the backscatter data using similar methodology as applied in deeper waters.
 - Compare and evaluate: This task involves preparation of a report suitable as a draft

manuscript describing the methods used to produce the two layers, how they were compared, the results of the comparison between the two layers, and a discussion on how the differences can be accommodated and/or merged to produce a single, seamless layer extending from the high water line to the Pacific Canadian shelf. Scaling issues will need to be addressed.

- Provide GIS layers and documentation: The classified backscatter shape file in ArcGIS 10.x, metadata and manuscript delivered to Project Technical Authority via an FTP site or other suitable methods (e.g., external hard drive).

Deliverables	Task	Expected date of completion
1. Haida Gwaii BoPs	cross-walking the different data sets to the BoP BType classes	
	apply GIS operations to create/union polygons and clean-up	
	Provide GIS layer and metadata	Jun 30, 2015
2. Evaluating the integration of backscatter data into BoPs for test area	Create polygons using similar methodology used for deeper water	Sep 30, 2015
	Submit evaluation report suitable for preparation as a primary publication	
3. Queen Charlotte & Johnstone Straits BoPs	Substrate datasets data processing	
	cross-walking the different data sets to the BoP BType classes	
	define background substrate layer	
	apply GIS operations to create/union polygons and clean-up	
	Provide GIS layer and metadata	Oct 31, 2015
4. Update Strait of Georgia BoPs	Substrate datasets data processing	
	cross-walking the different data sets to the BoP BType classes	
	apply GIS operations to create/union polygons and clean-up	
	Provide GIS layer and metadata	Nov 30, 2015
	Provide documentation of methods and data used for Haida Gwaii, Queen Charlotte & Johnstone Straits and Strait of Georgia BoPs.	Dec 31, 2015

Several datasets will be provided to the contractor by the Project Technical Authority. These include the bathymetry provided as depth ribbons as defined in Gregr et al. (2013) and several substrate datasets. Some data sets will require the location of individual data points to be inferred from recorded dive gauge depths, or from incomplete transects, as they are not precisely geo-referenced. A number of Python scripts have been created by SciTech to geo-rectify the various source of data with the correct depth ribbon. Similar scripts will have to be created (or purchased from SciTech) as the time, and therefore resources, required to manually move all points would be prohibitive.

Deliverables

- Produce bottom patches (BoPs) for Haida Gwaii, including all inlets, islands, reefs, etc. The published framework is to be followed. The final product is to be a seamless GIS polygon layer, in ArcGIS 10.x format, of all waters shallower than 50 m, including intertidal. The GIS layer will also have a complete metadata file following the FGDC standard (<https://www.fgdc.gov/metadata>).
- Produce bottom patches (BoPs) for Queen Charlotte and Johnstone Straits. This includes all inlets, islands, reefs, etc. from Cape Caution south to Seymour Narrows. The published framework is to be followed. The final product is a seamless GIS polygon layer, in ArcGIS 10.x format, of all waters shallower than 50 m, including intertidal. The GIS layer will also have a complete metadata file following the FGDC standard (<https://www.fgdc.gov/metadata>).
- Update the BoPs for the Strait of Georgia to include new substrate data and consistent bathymetry. The published framework is to be followed. The final product is a seamless GIS polygon layer, in ArcGIS 10.x format, of all waters shallower than 50 m, including intertidal. The GIS layer will also have a complete metadata file following the FGDC standard (<https://www.fgdc.gov/metadata>).
- Evaluate how multibeam data could be integrated in BoPs, and design a means of assessing how the final products differ when multibeam data are included.

Project Management Control Procedures

The individual identified by DFO as the Project Technical Authority shall evaluate and/or validate all the GIS layers that will be submitted as per schedule set in the sections above. The documentation will be checked for clarity and completeness. All changes required will be given to the contractor after a maximum of two weeks after receipt. The contractor will have a maximum of two weeks to complete the required changes.

Change Management Procedures

Any changes to the framework (Gregr et al., 2013) and/or to the descriptions under the Tasks and Objectives sections will be discussed and agreed upon prior to implementing the changes with the Project Technical Authority.

Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property arising from the performance of the work under the contract will belong to the Contractor.

The Crown will require a royalty-free licence to have the right to use, or have used by a third party, the Foreground owned by the Contractor for Government of Canada activities. The right to use the Foreground could include, without being limited to, the right to manufacture, reproduce and modify.

All datasets provided by DFO Project Technical Authority under this contract will be returned to DFO by the contractor. The Contractor shall not use or disclose any datasets DFO provided for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to DFO.

Authorities:

Contracting Authority

Cathi Harris
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6
Tel: (506) 452-3639
Fax. (506) 452-3676
Email: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Departmental Representative

The name of Project Technical Authority to be provided upon contract award.

DFO Obligations

DFO will provide access to a staff member (Project Technical Authority) who will consult on the contract, coordinate activities, and provide scientific review and feedback on products and direction of the contract as required (within 10 working days of receipt of contractor's written submissions).

Contractor's Obligations

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Technical Authority and other departmental personnel. The majority of the contacts will be over emails and/or the phone. However, it is anticipated that at least one face-to-face will be required and possibly one or two more depending on the contractor's ability to perform the work using the methods described herein without extensive consultation with the Project Technical Authority. If extensive emails and phone conversations are taking place, further face-to-face meetings will be required.

Language of Work

All communications will be in English. All documentation to and from the contractor will be provided in English.

Security Requirements

There are no security requirements as the contractor, and his sub-contractors if applicable, will not have access or handle protected documents and/or confidential information.

Insurance Requirements

Contractor is required to carry Worker's Compensation Insurance appropriate to the nature of the tasks required of this contract for all employees involved in this project.

Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately June 1, 2015 to December 31, 2015.

Payment for this contract will be made by milestones set out in the Tasks and Deliverables sections of this document. Invoices will be submitted electronically to a designated representative of the crown. A hard copy of this invoice will also be mailed to the same designated representative. These invoices will be confirmed by the DFO project authority prior to payment.

The supplier will be informed of the name and address of the designated representative of the crown who will receive invoices when the contract is awarded.

Schedule and Estimated Level of Effort (Work Breakdown Structure)

The schedule and estimated level of effort for this contract as outlined in the tasks required for this project.

Required Resources or Types of Roles to be Performed

Requirements of Resources Provided:

- Expertise in GIS – a minimum of 5 years of working with GIS, specifically ArcGIS 9 or later
- Experience assembling data layers into a common reference system (i.e. a common coastline)
- Experience working in GIS in the marine environment using CHS chart data
- Extensive knowledge of the BC provincial ShoreZone dataset
- Familiarity with PMECS and EBSA definitions, as the nearshore classification will ultimately be integrated into these two broader frameworks.
- Knowledge of the different data sources used in Gregr et al 2013
- Knowledge of backscatter classification methods
- Previous experience building the bottom patches as described in Gregr et al 2013

EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

The bidder 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.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1 Experience	<p>Bidders must demonstrate they have successfully provided services similar to those identified in the statement of work (SOW). Specifically, bidders must demonstrate they have previous experience building bottom patches as described in Gregr et al 2013.</p> <p>To demonstrate their experience, bidders must provide details on all previous projects that have been completed or ongoing within the last three (3) years from the closing date of this RFP. The projects must have included a range of requirements similar to those outlined in the SOW. Bidders must identify:</p> <ul style="list-style-type: none"> • the name of the client; • the period during which the service was provided; • a detailed outline of the services provided; and • contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes. 		

M2 Experience	Bidders must demonstrate they have a minimum of 5 years experience of working with GIS, specifically ArcGIS 9 or later		
M3 Experience/ Knowledge	<p>Bidders must cite at least one publication (can be the same publication for multiple experience/knowledge) for which they are authors or provide an outline of previous completed projects demonstrating they have experience and/or expertise in all the following subjects:</p> <p>a) Assembling data layers into a common reference system (i.e. a common coastline)</p> <p>b) Working in GIS in the marine environment using CHS chart data</p> <p>c) Working with the BC provincial ShoreZone dataset</p> <p>d) Knowledge of the different data sources used in Gregr et al 2013</p>		
M4 Approach	Bidders must provide details of their intended approach and methodology to complete the tasks identified in the Statement of Work.		

BASIS OF SELECTION:

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

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. IN THE CONTRACT,

- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10 "Prototypes" includes models, patterns and samples.
- 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.12 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.
- 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14 A cross reference to a section number is a reference to all its sub-sections.
- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

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

3. SUCCESSORS AND ASSIGNS

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

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

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

6. FORCE MAJEURE

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

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

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

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

- 6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor's lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an "excusable delay."
- 6.4 The Contractor shall not benefit from an "excusable delay" unless the Contractor has:
- 6.4.1 used its best efforts to minimize the delay and recover lost time;
 - 6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;
 - 6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and
 - 6.4.4 carried out the work-around-plan approved by the Minister.
- 6.5 In the event of an "excusable delay", any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the "excusable delay." The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.
- 6.6 Notwithstanding subsection 6.7, if an "excusable delay" has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the "excusable delay." The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.
- 6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an "excusable delay."

7. INDEMNIFICATION

- 7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:
- 7.1.1 any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees or agents in performing the Work or as a result of the Work;
 - 7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and
 - 7.1.3 the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- 7.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or

prejudice Her Majesty from exercising any of Her Majesty's other rights.

8. Notices

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

9. TERMINATION FOR CONVENIENCE

- 9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
- 9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
- 9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
- 9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.

- 9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 10.1.1 the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
 - 10.1.2 the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2 If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.
- 10.3 Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.
- 10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be governed by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

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

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

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

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

13. CONTRACTOR STATUS

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

the Contractor's rates of payment specified in the Contract.

14. WARRANTY BY CONTRACTOR

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

15. MEMBER OF HOUSE OF COMMONS

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

16. AMENDMENTS AND WAIVER

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

17. HARASSMENT IN THE WORKPLACE

- 17.1 The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.
- 17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.
- 17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.
- 17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.

- 17.8 If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9 The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10 The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1 Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2 The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. PAYMENT BY THE MINISTER

- 19.1 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.

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.

29.4 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. F5211-140082", 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.
- 31.7 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 office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.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>

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FORMER PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. This formula is to be applied and the calculation is to be detailed in the bid documents.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date