



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, New Brunswick | Nouveau-Brunswick
E3C 2M6

Email - courriel: [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans
Canada

We hereby offer to sell to Her Majesty
the Queen in right of Canada, in
accordance with the terms and
conditions set out herein, referred to
herein or attached hereto, the goods,
services, and construction listed herein
and on any attached sheets at the
price(s) set out therefor.

Proposition aux : Pêches et Océans
Canada

Nous offrons par la présente de
vendre à Sa Majesté la Reine du
chef du Canada, aux conditions
énoncées ou incluses par référence
dans la présente et aux appendices
ci-jointes, les biens, services et
construction énumérés ici sur toute
feuille ci-annexée, au(x) prix
indiqué(s).

Comments: - Commentaries :

Title – Sujet Review and Revision of Maritimes Region Internal Procedures for Management of Environmental Emergencies by Non-Coast Guard Personnel in DFO Maritimes Region (2011)		Date July 3, 2015
Solicitation No. – N° de l'invitation F5211-150267		
Client Reference No. - No. De Référence du Client F5299-150006		
Solicitation Closes – L'invitation prend fin At / à : 14:00 ADT(Atlantic Daylight Time)/HAA (heure avancée de l'Atlantique) On / le : July 20, 2015		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Jennifer Beamish Senior Contracting Authority Fisheries and Oceans Canada Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Procurement Ombudsman

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 for goods and under \$100,000 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders 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 the resulting contract.

The [2003 \(2014-09-25\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.



2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **THREE (3)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:



- Section I: Technical Bid** (1 hard copy **OR** one soft copy in PDF format)
Section II: Financial Bid (1 hard copy **OR** one soft copy in PDF format)
Section III: Certifications (1 hard copy **OR** one soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures



- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex C for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex C for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection: Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 155 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.



5.1.2 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means 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 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 payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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



By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 Applicable Taxes.

Signature

Date

5.1.3 Certifications Required with the Bid

5.1.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for



the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Signature

Date

5.1.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date

5.1.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____

5.1.3.4 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:

- a) 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:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) 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:

- d) 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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-) (<https://buyandsell.gc.ca/policy-and->



guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Beamish
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, E3C 2M6
Fredericton, New Brunswick
Telephone: 506-452-3800
Facsimile: 506-452-3736
E-mail address: DFOtenders-soumissionsMPO@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.

6.5.2 Project Authority (to be entered at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____



Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

6.5.3 Contractor's Representative *(to be entered at contract award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Firm Lot Price

- 6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$ _____ ***(insert the amount at contract award)*** as detailed in *Annex B- Basis of Payment*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.



6.7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

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

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.1.3 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown in 6.8.1 of the Contract for certification and payment.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex I, Canada to Own Intellectual Property Rights in Foreground Information;
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

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

6.12.2 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 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>

6.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada



acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.15 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract



ANNEX "A" - STATEMENT OF WORK

1.0 Scope

1.1 Title: Review and Revision of Maritimes Region *Internal Procedures for Management of Environmental Emergencies by Non-Coast Guard Personnel in DFO Maritimes Region (2011)*

1.2 Introduction

This project requires a comprehensive review and revision of Fisheries and Oceans Canada's (DFO) current Maritimes Region *Internal Procedures for Management of Environmental Emergencies by Non-Coast Guard Personnel in DFO Maritimes Region (2011)* ("the Procedures") in order to ensure effective and efficient operations within the current legislated mandates and associated management systems. This updated version will then be known as the *Environmental Preparedness and Response Protocol* ("the Protocol").

1.3 Objectives of the Requirement

The Contractor must develop an updated and revised Protocol for DFO Maritimes Region that reflects and is consistent with legislation, management systems and programming relevant to environmental preparedness and response. The Protocol will serve two main purposes:

- a) to provide guidance to operational staff in all aspects/phases of environmental preparedness and response; and
- b) to inform the departmental management structures so that effective and efficient decision making occurs relative to environmental incidents.

The Protocol must include information related to incident notifications and communications, preparedness, response, monitoring and restoration.

The revision process will include approaches and methods to improve access and use of information (i.e., to make the document more "user friendly"), such as tables, flow charts, diagrams and appendices. It must involve and address input from the Maritimes Region Environmental Response Working Group ("the Working Group"). The revised Protocol will be presented and recommended to the Working Group and departmental senior management for their approval and implementation.

1.4 Background, Assumptions and Specific Scope of the Requirement

Ecosystem Management's (EM) Oceans and Coastal Management Division (OCMD) provides the lead coordination role for environmental preparedness and response in the Maritimes Region. This role includes chairing of the Maritimes Region Environmental Response Working Group, which is comprised of representatives from relevant regional DFO Sectors, and maintenance of the Protocol for the Maritimes Region. The Protocol includes information and guidance on procedures for incident notifications and communications, preparedness, response, monitoring and restoration.

The current Procedures (a document containing 49 pages to be made available at contract award) were completed in 2011 and now require a full review and revision in order to address subsequent and significant changes in federal legislation, mandates and



programs for the management of environmental preparedness and response in aquatic and marine environments. These changes include DFO roles and responsibilities under the *Fisheries Act*, the management system used within Maritimes Region to coordinate DFO's functions for environmental preparedness and response, and a major re-organization of Environment Canada's *Environmental Emergencies Program*. In particular, the Procedures require revision to address the new *Science Table* process that has replaced the former Regional Environmental Emergencies Team for intergovernmental coordination during environmental incidents.

In addition to the changes referenced above in Canada's environmental response system, DFO is directly engaged in several relevant programs and studies, including spill preparedness and planning associated with tanker traffic and oil and gas exploration and development off Nova Scotia.

2.0 Requirements

2.1 Tasks

Task	Description	Deliverable	Deadline
1	<ul style="list-style-type: none"> a. Review the current Procedures with respect to federal legislation, mandates, management systems and programs for environmental incident notifications and communications, preparedness, response, monitoring, and restoration. b. Analyse and verify DFO roles and activities for the above aspects of environmental incident management. c. Identify and describe recommended changes to the content and structure of the existing Procedures, including new information and/or topics. 	Provide to the Project Authority a draft summary document of the recommended changes to the Procedures, including DFO roles and activities within it.	Forty-five (45) calendar days from date of contract signing.
2	Create draft presentation materials based on the draft summary completed in Task 1. At a later date, the Contractor must make a presentation to the Working Group in order to receive feedback and discuss recommended changes, including DFO roles and activities within the Procedures.	Draft workshop materials for later presentation to the Working Group.	Fourteen (14) calendar days prior to the fall meeting of the Working Group.
3	Complete the draft revised Protocol, incorporating comments and edits provided at and subsequent to the Working Group meeting described in Task 2.	Provide the draft revised Protocol to the Project Authority for acceptance as to content.	Thirty (30) calendar days after receipt of the comments and revisions provided at and subsequent to the meeting of the Working Group described in Task 2.
4	Completion and acceptance of a final Protocol, incorporating suggestions and edits made after a review of the deliverable described in Task 3.	Submission of a final Protocol to the Project Authority.	Thirty (30) calendar days after receipt of the Working Group's comments and revisions of the deliverable



			described in Task 3.
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2.2 Specifications and Standards

Deliverables are to be in Microsoft Word 2010 (.docx) format in English and forwarded via email to the Project Authority. Deliverables will be reviewed by OCMD staff for review of quality and extent.

2.3 Method and Source of Acceptance

The deliverables will be reviewed by the Project Authority and will be deemed acceptable upon confirmation of all required elements under Section 2.1 above.

2.4 Reporting Requirements

2.4.1 Progress Reports

The Contractor must provide the Project Authority with regular progress reports in conjunction with contract deliverables, with a minimum requirement of monthly progress reports according to tasks, deliverables and deadlines in Section 2.1 above.

2.4.2 Workshop Presentation

The Contractor must make an in-person presentation at a regularly scheduled meeting of the Working Group (see Sections 2.1.2 and 3.3.2).

2.5 Change Management Procedures

Should the Contractor have questions during the contract period, they will contact the Project Authority in writing who will respond within two (2) business days. The Project Authority will have the final decision making authority.

All changes to the scope of work will be agreed to, in writing, by both parties and formalized by way of a Contract Amendment issued by the Contracting Authority.

3.0 Other Terms and Conditions

3.1 Delegates

In this Contract, each instance of "Project Authority" shall be understood to be read as "the Project Authority and/or his delegate".

3.2 Required Resources

Given the specialized requirements of this project, the contractor, or their proposed resource must meet specific criteria. The contractor requires significant experience* in environmental preparedness and response in the geographic area covered by the Protocol (i.e., Maritimes Region). The contractor requires foundational knowledge and experience working in and with environmental incident management systems relevant to



the Maritimes Region, including those for Environment Canada, Canadian Coast Guard, and the Governments of Nova Scotia and New Brunswick.

The contractor must also possess significant experience in relevant legislative, policy and regulatory frameworks within or affecting the Maritimes Region. The contractor requires direct operational experience and knowledge of all aspects of environmental incident management, including fate and effects of pollutants in the aquatic environment, scientific and departmental information and advice required for incident management, and response, clean up, monitoring and restoration techniques.

The contractor also requires significant experience in designing, developing and implementing protocols, guidance and management/decision frameworks for all aspects of environmental preparedness and response.

*In this context, "significant experience" is defined as a minimum of fifteen (15) years of operational and management experience in each field so indicated.

3.3 DFO Obligations

3.3.1 Feedback

The Project Authority will provide comments on draft reports within five (5) working days of receipt.

3.3.2 Workshop scheduling

With respect to the presentation required under Sections 2.1.2 and 2.4.2, DFO will provide the scheduled Workshop dates to the Contractor no later than thirty (30) calendar days in advance of the Workshop.

3.3.3 Documentation

The Project Authority will provide a copy of the current Procedures to the contractor within 5 days of contract award.

3.4 Language of Work

The working language of all meetings and deliverables under this Contract shall be English.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The contract will be in effect as of the date of signing. The deadlines for each deliverable are as described in Section 2.1 and summarized below in Section 4.2. Under no circumstances will this contract terminate later than March 31, 2016.

4.2 Summary of Deadlines

See Section 2.1 for a complete description of each deliverable.



Description	Deadline
Deliverable 1	Contract signing + forty-five (45) calendar days.
Deliverable 2	Fourteen (14) calendar days prior to the fall meeting of the Working Group.
Deliverable 3	Thirty (30) calendar days after comments and revisions to Deliverable 2 are provided by DFO to the Contractor.
Deliverable 4	Thirty (30) calendar days after the comments and revisions to Deliverable 3 are provided by DFO to the Contractor.

5.0 Applicable Documents and Glossary

5.1 Applicable Documents

Annex D *Internal Procedures for Management of Environmental Emergencies by Non-Coast Guard Personnel in DFO Maritimes Region (2011) to be made available upon contract award*

5.2 Glossary

EM	Ecosystem Management
DFO	Fisheries and Oceans Canada
OCMD	Oceans and Coastal Management Division
“the Procedures”	<i>Internal Procedures for Management of Environmental Emergencies by Non-Coast Guard Personnel in DFO Maritimes Region (2011)</i>
“the Protocol”	<i>Maritimes Region Environmental Preparedness and Response Protocol</i>
“the Working Group”	Maritimes Region Environmental Response Working Group
WCTSS	World Class Tanker Safety System



ANNEX “B” - BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work described in the Statement of Work in Annex “A”

- Prices are firm.
- Prices are in Canadian Dollars.
- Prices exclude GST/HST; GST/HST will be added as a separate item, on any invoice issued as a result of a Contract.

Deliverable	Description	Quantity	Price	Total Cost (excluding applicable taxes)
1	Provide to the Project Authority a draft summary document of the recommended changes to the Procedures, including DFO roles and activities within it.	1	15% of the total cost: \$ _____	\$ _____
2	Draft workshop materials for later presentation to the Working Group.	1	15% of the total cost: \$ _____	
3	Provide the draft revised Protocol to the Project Authority.	1	20% of the total cost: \$ _____	
4	Submission of a final Protocol to the Project Authority.	1	50% of the total cost: \$ _____	



ANNEX "I" - 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 (2016)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2016)

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:

- i) for the use, operation, maintenance, repair or overhaul of the Work;
- ii) 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;
- iii) 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 10.5 *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:

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

I 10.7 *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.

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ANNEX “C” - EVALUATION CRITERIA AND BASIS OF SELECTION

MANDATORY CRITERIA:

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.

Mandatory Technical Criterion		MET	NOT MET	Cross Reference to Proposal
A	The Contractor must submit a <i>curriculum vitae</i> that clearly demonstrates the following mandatory elements. At the bidder's discretion, a narrative which provides greater detail and/or context may also be provided.			
	1) a minimum of fifteen (15) years' direct operational experience in environmental preparedness and response in the geographic area covered by the Protocol (i.e., Maritimes Region).			
	2) experience in marine environmental legislation and regulations applicable to Atlantic Canada.			
	3) direct operational experience and knowledge of all aspects of environmental incident management, including: a) fate and effects of pollutants in the aquatic environment; b) designing, developing and implementing protocols, guidance and management/decision frameworks for all aspects of environmental preparedness and response.			
B	The contractor must provide an example of writing targeted to a professional audience that is greater than ten (10) pages in length and on which the contractor was primary author. This example must be on one of the following topics: a) marine environmental legislation and regulations applicable to Atlantic Canada; b) marine environmental management, biology or ecology; or c) designing, developing and implementing protocols, guidance and management/decision frameworks for all aspects of environmental preparedness and response.			



RATED CRITERIA:

Bidder must achieve a **minimum score of 75** possible points of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.

'R1' The Bidder's Proposed Resource					
Point Rated Technical Criterion		Max Points Available	Point Breakdown Structure	Evaluated Score	Cross Reference to Proposal
A	Education in any discipline	10	<ul style="list-style-type: none"> • No accreditation 0 pts • Certificate <u>or</u> Diploma <u>or</u> undergraduate 5 pts • Any higher degree 10 pts 		
B	Number of years of experience in the field of environmental preparedness and response	15	<ul style="list-style-type: none"> • 16-20 years: 5 pts • 21-25 years:10 pts • 26+ years: 15 pts 		
C	Number of years of experience in marine environmental legislation and regulations applicable to Atlantic Canada	15	<ul style="list-style-type: none"> • 10 years: 5 pts • 10-15 years:10 pts • 15 or more years:15 pts 		
D	Number of years of experience in marine environmental management, biology or ecology	15	<ul style="list-style-type: none"> • 10 years: 5 pts • 10-15 years:10 pts • 15 or more years:15 pts 		
E	Number of years of experience in designing, developing and implementing protocols, guidance and management/decision frameworks for all aspects of environmental preparedness and response	30	<ul style="list-style-type: none"> • 1-10 years: 10 pts • 11-15 years 20 pts • 16 or more years: 30 pts 		
Total Available Point Rated Technical Criteria – Bidder's Proposed Resource				/95	



'R2' Evaluation of writing sample:					
Point Rated Technical Criterion		Max Points Available	Point Breakdown Structure	Evaluated Score	Cross Reference to Proposal
A	Does the writing sample follow a logical progression to the untrained reader?	20	<ul style="list-style-type: none"> • Not at all - 0pts • To some extent - 10pts • Yes, very clear - 20pts 		
B	Does the writing sample demonstrate experience in the review and revision of existing procedures or protocols?	20	<ul style="list-style-type: none"> • Not at all - 0pts • To some extent - 10pts • Yes, very clear - 20pts 		
C	Does the writing sample demonstrate experience by the bidder in the creation of new procedures or protocols?	20	<ul style="list-style-type: none"> • Not at all - 0pts • To some extent - 10pts • Yes, very clear - 20pts 		
Total Available Point Rated Technical Criteria - Writing Sample				60	
Total Evaluated Score (R1 +R2)				/155	
Total points (R1, R2): 155 points maximum/75 points minimum					

Cost Evaluation (total maximum of 40 points)

Of those proposals determined to be technically responsive, the lowest overall cost proposal (calculated using the total cost) will be awarded the maximum number of points assigned for cost (40 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

BASIS FOR SELECTION

The bidder with the highest combined points shall be selected and recommended for contract award.

The Formula: Add technical and financial scores for combined total score.

Technical Merit x Weighting Factor = **Technical score**
Maximum points

+

Lowest bid price x Weighting Factor = **Financial score**
Bid Price

In the event of a tie, (meaning an identical cost proposal submitted by different bidders, both meeting all of the mandatory criteria above) the contract will be awarded following Treasury Board Contracting Policy (subsection 10.8.17)