



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

July 15, 2015

Subject: Request for Proposal No. F5211-150033/1  
Title: **Standing Offer for Scientific Services in the Field of Diagnostic, Sampling, Epidemiology, Etc.**

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, Wednesday, **July 29, 2015**.

Proposals must be signed and emailed to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) and addressed:

**TENDER SUBMISSION – F5211-150033/1**  
**Request for Standing Offer for Scientific Services in the Field of Diagnostic, Sampling, Epidemiology, Etc.**

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](http://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 standing offer or contract.

For further information, please contact the Contracting Authority, David LaForge by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) .

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at [Yves.Arsenault@dfo-mpo.gc.ca](mailto:Yves.Arsenault@dfo-mpo.gc.ca) or at 506-851-7777 phone.

The successful respondent(s) will be expected to enter into a Standing Offer in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Standing Offer will be from **Contract award to March 31, 2017** with the possibility of three additional one year option periods at the discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years.

All questions regarding this request for proposals should be submitted in writing, no later than **July 22, 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.**

Yours Truly,

A handwritten signature in blue ink that reads "David LaForge". The signature is written in a cursive style with a large initial "D".

David LaForge  
Senior Contracting Officer  
Fredericton Procurement Hub

**Request for Standing Offer for Scientific Services in the Field of Diagnostic, Sampling, Epidemiology, Etc.**

1. Letter of Invitation
2. Offer of Services
3. Attachment to 11.1 Costing Schedule
4. Instructions to Tenderers
5. General Conditions – Professional Services
6. Terms of Payment
7. Statement of Work
8. Evaluation Criteria
9. Ownership of Intellectual Property and Other Property Including Copyright
10. Former Public Servant Certification

Fisheries and Oceans  
Canada

Bid Closing Date: July 29<sup>th</sup>, 2015  
Time: 2 pm (14:00 Hours) Atlantic Time  
Financial Coding: 71305-841-121-4103-71351-6  
Contract/File No: F5211-150033/1

**ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM**

**REQUEST FOR PROPOSALS FOR:**

**Request for Standing Offer for Scientific Services in the Field of Diagnostic, Sampling, Epidemiology, Etc.**

**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 following 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. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document attached and entitled "General Conditions – Professional Services”;
3. Document attached and entitled "Terms of Payment”;
4. Document attached and entitled "Statement of Work”;
5. Document attached and entitled “Ownership of Intellectual Property Rights”

**4. SECURITY**

Most contracts awarded under this Standing Offer will not have a security requirement. However, on rare occasions a contract may need the Contractor and the resources assigned to the project to have security clearance. Contractors agree and confirm that they will obtain a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected B and will have some personnel obtain a valid Reliability status. These activities will be done upon standing offer award. If DFO intends to award a contract and the Contractor does not have the necessary security requirements, DFO will be contracting with another service provider for that operational requirement.

**5. 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.

**6. STANDING OFFER PERIOD**

The Contract dates are as follows: Contract Award through to March 31, 2017, with options to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO).

Option periods if exercised will be April 1, 2017 through to March 31, 2018, April 1, 2018 through to March 31, 2019 and April 1, 2019 through to March 31, 2020.

**7. CALL-UP PROCEDURES**

Authorized users will use firm unit prices per vest to determine the cost of the call-up and include GST or HST and contact the Offeror to determine delivery times and then complete and sign the call-up document before sending it to the Offeror.

**8. CALL-UP INSTRUMENT**

The Work will be authorized or confirmed by the Identified Users using “Call-up Against a Standing Offer”.

**9. LIMITATION OF CALL-UPS**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

**10. FINANCIAL LIMITATION**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$300,000.00 per year (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**11. TENDERED PRICES**

**11.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

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

**Please complete the attached costing schedule (see attachment to 11.1)**

**12. 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.

**13. SUBMISSION**

The Contractor submits herewith the following:

- a) Offer of Services/Contract Form Duly Completed and Signed**
- b) Contractors Proposal**
- c) Certification Former Public Servant**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

**14. IRREVOCABLE OFFER**

The Contractor submits the Total Estimated Tendered Price listed in Article 7 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.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

**15. 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:

11.1 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:

---

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

---

11.3 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:

---

11.4 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

**16. APPROPRIATE LAW**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**17. 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.

**18. 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 and the Proposal shall collectively constitute the contract entered into between the Parties.



**19. 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.

**20. REPLACEMENT OF PERSONNEL**

- 20.1** When specific persons have been named in the standing offer 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.
- 20.2** 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.
- 20.3** 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.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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.

**21. 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 \_\_\_\_\_

**22. CONTRACTOR'S ADDRESS**

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

**23. DEPARTMENTAL PERSONNEL**

**CONTRACTING AUTHORITY**

**David LaForge**  
Senior Contracting Officer  
Fredericton Procurement Hub  
Fisheries and Oceans Canada  
301 Bishop Drive  
Fredericton NB, E3C 2M6  
Telephone: (506) 452-2486  
Facsimile: (506) 452-3676

**PROJECT AUTHORITY**

(To be completed upon standing offer award)

**20. 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 standing offer 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**

Attachment to 11.1

Costing Schedule for Tasks and Schedule A, B and C

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

\*\*Note: The inclusion of estimated quantities in this document does not represent a commitment by Canada and that Canada's future usage of the services will be as described in the bid solicitation.

Table 1 – Initial Contract Period – Contract Award to March 31, 2017

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>one-step RT-PCR reactions:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>PCR Reaction:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>DNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Total RNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Real-time PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>Real-time RT-PCR:</b> includes specimen preparation, extraction, amplification and detection	Per hour:		200	
<b>qPCR (quantitative real-time PCR) (strategy)</b>	Per hour:		200	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>qRT-PCR</b> (quantitative real-time RT-PCR) (strategy)	Per sample:		200	
<b>Virus isolation</b> (no RT-PCR confirmation) Per culture:  includes specimen preparation, inoculation, monitoring and confirmation of CPE as needed. The cell lines are regularly tested for mycoplasma, has an identified range of passages for use in V1 in 25cm TCF.	Per culture:		200	
<b>RT</b> (reverse transcription):  includes sample prep per RNA sample	Per sample:		200	
<b>Histology, from sample to block</b> (including necropsy, tissue selection, fixation and trimming)	Per sample:		500	
<b>Histology, from blocks to slides</b> (including cutting and staining)	Per slide:		500	
<b>Necropsy</b> - gross examination, no diagnostic  Per sample (examination, taking samples, disposing if necessary)	Per sample:		200	
<b>Histology</b> - slide reading and reporting	Per slide:		500	
<b>Cytology</b>	Per sample:		200	
<b>Leucocytes separation</b>	Per sample:		200	
<b>ELISA assay</b>	Per sample:		200	
<b>Animal holding (shellfish and finfish)</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing drug challenges on aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Performing pathogens challenges involving aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing vaccine challenges involving aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Culture/identification and propagation of bacteria</b>  -per culture with sensitivities and 2 temperatures  -per culture with full biochemistry  -per culture with addition of full biochemistry and BIOLOG and referral	Per culture:  Per culture:  Per culture:		200  200  200	
<b>Culture/identification and propagation of parasites</b>  -general parasite identification  -for Ceratomyxo Shasta 60 fish samples  -for M. cerabrallis 60 fish samples	Per culture:  Per culture:  Per culture:		200  200  200	
<b>Hemolymph plasma biochemistry analysis</b>	Per sample:		200	
<b>Enzyme activity diagnostics</b>	Per sample:		200	
<b>Biochemistry profile reference interval analysis</b>	Per sample:		200	
<b>Glycogen content analysis (triplicate)</b>	Per sample:		200	
<b>Total lipid content analysis (triplicate)</b>	Per sample:		200	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>1) NB (Albert-Westmorland-Kent, Chaleur-York)</b>	By foot per hour		50hr	
	By boat per hour		50hr	
	Diving from shore per hour		10hr	
	Diving from boat per hour		10hr	
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>2) NS (Cumberland-Colchester-Pictou-Antigonish, Cape Breton including Bras d'Or Lakes region)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>3) PE (Kings, Queens, Prince)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Writing protocols, project reports</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>Data analysis, not statistics</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Statistical data analysis</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please includes costs in Propose Fee Schedule Below	50hrs	
<b>Epidemiology study design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Assist or lead in development of experimental design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Assist or lead in development of a diagnostic test</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	



## Proposed Fee Schedule

\*Note: It is also proposed that the research technician and junior research fees will have a 3 tier schedule of rates at 50 % of the scheduled rates. Intermediate level researcher (as determined by their academic achievements and agreed to by contractor and contractee) fees, will have a 3 tiers schedule of rates at 75% of the scheduled rates.

### SCHEDULE A:

-For senior researchers: \$\_\_\_\_/h

*Criteria:* - project of very high priority to DFO,  
- urgent execution, short duration.

### How much time is considered very high priority, urgent execution, short duration?

**High priority** – priority is high for DFO if they are willing to pay the higher price to get it done to convince researcher that it should be done. That is, the priority is high compared to researcher’s priorities. If the contractor wants to jeopardize the potential to be involved by setting the project as low priority for them, but DFO considers it higher priority, then it is Schedule A.

**Urgent execution** – all projects are competing for attention and resources. If DFO can wait until resources or time is available, then the execution is less urgent. If researcher has time and resources to do it immediately, then the urgency is not an issue and it would fall to a less expensive Schedule. Urgency is relative to the availability of resources. If the project can wait until a technician is hired before starting (that can take 3-6 months), then the urgency is lower. If it must take resources already in place but dedicated to other projects, then it needs to pay since another project suffers and resources will need to be increased over time to respond to the original needs.

**Short duration** – projects that require allocation of resources (e.g. technical time) that are in short supply must take those resources from other projects unless they are sufficiently long in duration to allow hiring of extra personnel. If the project must start sooner than our system can increase in resources, then there must be compensation to allow the level of base resources to be increased over time.

- senior researcher as lead in conducting project,

### A lead/senior is always implicated; normally have a lead to sign off.

This means that someone who is senior within the system (which automatically costs more, such as full professor vs assistant professor or contract researcher) is necessary for the project. A senior researcher can be involved in any project, but if that researcher is actually necessary to complete the project, then this would increase the cost. This is all part of the negotiation that occurs when establishing the project.

- no collateral benefit to contractor (document or data generated considered confidential)

A common arrangement with private companies when the research is not likely to be published or the sponsor wants more control on the public release of results, then the direct benefit to academic based researchers is likely decreased. This would apply to situations in which DFO wants research done but also does not want the results to be released in publication. It may not apply very often but is a consideration in any of the work that health researchers conduct.

#### **SCHEDULE B:**

-For senior researchers : \$\_\_\_\_/h

*Criteria:* - high priority project for DFO and aquaculture industry (eg., emerging disease outbreak, residue

**Why would priority change the price? Are we talking timeframe? The reason for the project should not change the price structure.**

On the contrary, projects that are low priority to researchers due to other time constraints and their willingness to participate at that time, are very difficult to accomplish without extra compensation. Faculty may need to pay for more teaching relief or increase technical assistance on another project to allow them to commit to this new project. Health research is often high priority for the sponsor because it will affect the economic viability of other operations, but this does not mean that faculty should take on difficult timelines without some ability to pay for the adjustments necessary in other commitments.

- impacts timelines of other research programs of the contractor,
- limited collateral benefit to the contractor,

**How do you define limited collateral benefit to the contractor? Please give examples.**

An example of limited collateral benefit to the contractor is the investigation of an emerging disease, in which DFO will publish, but a small component (like histopathology) is requested from the contractor but insufficient involvement to be included in a publication. Or the investigation is not believed to be of sufficient depth to be published at all. Involvement in the project would be limited benefit since it brings further collaboration over long term but no immediate benefits based on that particular project.

- participation of senior researcher mandatory,

**A lead/senior is always implicated; normally have a lead to sign off.**

The important aspect of this statement was that it was a researcher not available anywhere else (i.e. knowledge of fish health in the region and considered an expert internationally) that made the project possible. If the time commitments of a particular researcher can be interchanged with a contract researcher, then the project costs can be reduced as the “senior” researcher was not mandatory.

- multi-sponsor

**Why would multi-sponsor have anything to do with pricing?**

Multi-sponsor research requires multiple reporting and administrative structures. It can greatly increase the hassle factor. Multiple sponsor projects in which DFO contributes 5% of the funding requires as much reporting and financial administration as if the entire project was funded by DFO. Multi-sponsors projects definitely affect pricing.

As well, in some cases, multi-sponsor projects could lead to a reduction in the rate charged to DFO. If a DFO project were to be suitable as an "AIF eligible expense" in the contractor's facility, for example, the \$200/hr. fee would come from DFO at \$133/hr., and AIF at \$66/hr. The rate is still \$200/hr. but the multi-sponsor aspect of it, in this case, reduces the cost to DFO.

**SCHEDULE C:**

- For senior researchers : \$\_\_\_\_/h

*Criteria:*

- projects of mutual interest and concern,
- collaborative research participation,
- collateral benefits to the contractor (eg., publications, diagnostic test development, disease model development).

**How do you define limited collateral benefit to the contractor? Please give examples.**

Collateral benefit examples: Work leads to publication in journal, particularly if the researcher is lead author. Patents (researcher owned or co-owned) are potentially produced through the work. Disease models are developed in the project that enable the researcher to develop future proposals that were not possible until the model was developed and tested.

- multi-sponsor

**Why would multi-sponsor have anything to do with pricing?**

Answered above

LIMITED COLLATERAL BENEFIT

If publication is required, it must be co-authored and manuscript must be approved by DFO's Project Authority.

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

\*\*Note: The inclusion of estimated quantities in this document does not represent a commitment by Canada and that Canada's future usage of the services will be as described in the bid solicitation.

**Table 2 – Option Period 1 – April 1, 2017 to March 31, 2018**

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>one-step RT-PCR reactions:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>PCR Reaction:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>DNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Total RNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Real-time PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>Real-time RT-PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>qPCR</b> (quantitative real-time PCR) (strategy)	Per hour:		200	
<b>qRT-PCR</b> (quantitative real-time RT-PCR) (strategy)	Per hour:		200	
<b>Virus isolation</b> (no RT-PCR confirmation) Per culture:  includes specimen preparation, inoculation, monitoring and confirmation of CPE as needed. The cell lines are regularly tested for mycoplasma, has an identified range of passages for use in V1 in 25cm TCF.	Per culture:		200	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>RT (reverse transcription):</b> includes sample prep per RNA sample	Per sample:		200	
<b>Histology, from sample to block</b> (including necropsy, tissue selection, fixation and trimming)	Per sample:		500	
<b>Histology, from blocks to slides</b> (including cutting and staining)	Per slide:		500	
<b>Necropsy</b> - gross examination, no diagnostic Per sample (examination, taking samples, disposing if necessary)	Per sample:		200	
<b>Histology</b> - slide reading and reporting	Per slide:		500	
<b>Cytology</b>	Per sample:		200	
<b>Leucocytes separation</b>	Per sample:		200	
<b>ELISA assay</b>	Per sample:		200	
<b>Animal holding (shellfish and finfish)</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing drug challenges on aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing pathogens challenges involving aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing vaccine challenges involving aquatic animals</b>	Per kg/per m3/per day:		50kg or 10m3/per day * 20 days	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Culture/identification and propagation of bacteria</b> -per culture with sensitivities and 2 temperatures -per culture with full biochemistry -per culture with addition of full biochemistry and BIOLOG and referral	Per culture: Per culture: Per culture:		200 200 200	
<b>Culture/identification and propagation of parasites</b> -general parasite identification -for Ceratomyxo Shasta 60 fish samples -for M. cerabrallis 60 fish samples	Per culture: Per culture: Per culture:		200 200 200	
<b>Hemolymph plasma biochemistry analysis</b>	Per sample:		200	
<b>Enzyme activity diagnostics</b>	Per sample:		200	
<b>Biochemistry profile reference interval analysis</b>	Per sample:		200	
<b>Glycogen content analysis (triplicate)</b>	Per sample:		200	
<b>Total lipid content analysis (triplicate)</b>	Per sample:		200	
<b>Sample collection (animals, plants or others)</b> <b>Area</b> <b>1) NB (Albert-Westmorland-Kent, Chaleur-York</b>	By foot per hour By boat per hour Diving from shore per hour Diving from boat per hour		50hr 50hr 10hr 10hr	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>2) NS (Cumberland-Colchester-Pictou-Antigonish, Cape Breton including Bras d'Or Lakes region)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>3) PE (Kings, Queens, Prince)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Writing protocols, project reports</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Data analysis, not statistics</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Statistical data analysis</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>Epidemiology study design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	
<b>Assist or lead in development of experimental design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	
<b>Assist or lead in development of a diagnostic test</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	



**Proposed Fee Schedule**

**SCHEDULE A:**

-For senior researchers: \$\_\_\_\_/h

*Criteria:* - project of very high priority to DFO,  
- urgent execution, short duration.

**SCHEDULE B:**

-For senior researchers : \$\_\_\_\_/h

*Criteria:* - high priority project for DFO and aquaculture industry (eg., emerging disease outbreak, residue

**SCHEDULE C:**

- For senior researchers : \$\_\_\_\_/h

*Criteria:* - projects of mutual interest and concern,  
- collaborative research participation,  
- collateral benefits to the contractor (eg., publications, diagnostic test development, disease model development).

**Note: if rates are not provided for the option years, they will be considered to be the same as for the initial Contract period**

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

\*\*Note: The inclusion of estimated quantities in this document does not represent a commitment by Canada and that Canada's future usage of the services will be as described in the bid solicitation.

**Table 3 – Option Period 2 – April 1, 2018 to March 31, 2019**

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>one-step RT-PCR reactions:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>PCR Reaction:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>DNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Total RNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Real-time PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>Real-time RT-PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>qPCR</b> (quantitative real-time PCR) (strategy)	Per hour:		200	
<b>qRT-PCR</b> (quantitative real-time RT-PCR) (strategy)	Per hour:		200	
<b>Virus isolation</b> (no RT-PCR confirmation) Per culture:  includes specimen preparation, inoculation, monitoring and confirmation of CPE as needed. The cell lines are regularly tested for mycoplasma, has an identified range of passages for use in V1 in 25cm TCF.	Per culture:		200	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>RT</b> (reverse transcription): includes sample prep per RNA sample	Per sample:		200	
<b>Histology, from sample to block</b> (including necropsy, tissue selection, fixation and trimming)	Per sample:		500	
<b>Histology, from blocks to slides</b> (including cutting and staining)	Per slide:		500	
<b>Necropsy</b> - gross examination, no diagnostic  Per sample (examination, taking samples, disposing if necessary)	Per sample:		200	
<b>Histology</b> - slide reading and reporting	Per slide:		500	
<b>Cytology</b>	Per sample:		200	
<b>Leucocytes separation</b>	Per sample:		200	
<b>ELISA assay</b>	Per sample:		200	
<b>Animal holding (shellfish and finfish)</b>	Per kg or per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing drug challenges on aquatic animals</b>	Per kg or per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing pathogens challenges involving aquatic animals</b>	Per kg or per m3/per day:		50kg or 10m3/per day * 20 days	
<b>Performing vaccine challenges involving aquatic animals</b>	Per kg or per m3/per day:		50kg or 10m3/per day * 20 days	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Culture/identification and propagation of bacteria</b> -per culture with sensitivities and 2 temperatures -per culture with full biochemistry -per culture with addition of full biochemistry and BIOLOG and referral	Per culture: Per culture: Per culture:		200 200 200	
<b>Culture/identification and propagation of parasites</b> -general parasite identification -for Ceratomyxo Shasta 60 fish samples -for M. cerabrallis 60 fish samples	Per culture: Per culture: Per culture:		200 200 200	
<b>Hemolymph plasma biochemistry analysis</b>	Per sample:		200	
<b>Enzyme activity diagnostics</b>	Per sample:		200	
<b>Biochemistry profile reference interval analysis</b>	Per sample:		200	
<b>Glycogen content analysis (triplicate)</b>	Per sample:		200	
<b>Total lipid content analysis (triplicate)</b>	Per sample:		200	
<b>Sample collection (animals, plants or others)</b> <b>Area</b> <b>1) NB (Albert-Westmorland-Kent, Chaleur-York)</b>	By foot per hour By boat per hour Diving from shore per hour Diving from boat per hour		50hr 50hr 10hr 10hr	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>2) NS (Cumberland-Colchester-Pictou-Antigonish, Cape Breton including Bras d'Or Lakes region)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>3) PE (Kings, Queens, Prince)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Writing protocols, project reports</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Data analysis, not statistics</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Statistical data analysis</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Epidemiology study design</b> <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Assist or lead in development of experimental design</b> <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Assist or lead in development of a diagnostic test</b> <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	

**Proposed Fee Schedule**

**SCHEDULE A:**

-For senior researchers: \$\_\_\_\_/h

*Criteria:* - project of very high priority to DFO,  
- urgent execution, short duration.

**SCHEDULE B:**

-For senior researchers : \$\_\_\_\_/h

*Criteria:* - high priority project for DFO and aquaculture industry (eg., emerging disease outbreak, residue

**SCHEDULE C:**

- For senior researchers : \$\_\_\_\_/h

*Criteria:* - projects of mutual interest and concern,  
- collaborative research participation,  
- collateral benefits to the contractor (eg., publications, diagnostic test development, disease model development).

**Note: if rates are not provided for the option years, they will be considered to be the same as for the initial Contract period**

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

\*\*Note: The inclusion of estimated quantities in this document does not represent a commitment by Canada and that Canada's future usage of the services will be as described in the bid solicitation.

**Table 4 – Option Period 3 – April 1, 2019 to March 31, 2020**

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>one-step RT-PCR reactions:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>PCR Reaction:</b> includes specimen preparation, extraction, amplification & detection	Per sample:		200	
<b>DNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Total RNA extraction:</b> includes specimen preparation and extraction	Per sample:		200	
<b>Real-time PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>Real-time RT-PCR:</b> includes specimen preparation, extraction, amplification and detection	Per sample:		200	
<b>qPCR</b> (quantitative real-time PCR) (strategy)	Per hour:		200	
<b>qRT-PCR</b> (quantitative real-time RT-PCR) (strategy)	Per hour:		200	
<b>Virus isolation</b> (no RT-PCR confirmation) Per culture:  includes specimen preparation, inoculation, monitoring and confirmation of CPE as needed. The cell lines are regularly tested for mycoplasma, has an identified range of passages for use in V1 in 25cm TCF.	Per culture:		200	



<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>RT</b> (reverse transcription): includes sample prep per RNA sample	Per sample:		200	
<b>Histology, from sample to block</b> (including necropsy, tissue selection, fixation and trimming)	Per sample:		500	
<b>Histology, from blocks to slides</b> (including cutting and staining)	Per slide:		500	
<b>Necropsy</b> - gross examination, no diagnostic Per sample (examination, taking samples, disposing if necessary)	Per sample:		200	
<b>Histology</b> - slide reading and reporting	Per slide:		500	
<b>Cytology</b>	Per sample:		200	
<b>Leucocytes separation</b>	Per sample:		200	
<b>ELISA assay</b>	Per sample:		200	
<b>Animal holding (shellfish and finfish)</b>	Per kg/per m <sup>3</sup> /per day:		50kg or 10m <sup>3</sup> /per day * 20 days	
<b>Performing drug challenges on aquatic animals</b>	Per kg/per m <sup>3</sup> /per day:		50kg or 10m <sup>3</sup> /per day * 20 days	
<b>Performing pathogens challenges involving aquatic animals</b>	Per kg/per m <sup>3</sup> /per day:		50kg or 10m <sup>3</sup> /per day * 20 days	
<b>Performing vaccine challenges involving aquatic animals</b>	Per kg/per m <sup>3</sup> /per day:		50kg or 10m <sup>3</sup> /per day * 20 days	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Culture/identification and propagation of bacteria</b> -per culture with sensitivities and 2 temperatures -per culture with full biochemistry -per culture with addition of full biochemistry and BIOLOG and referral	Per culture: Per culture: Per culture:		200 200 200	
<b>Culture/identification and propagation of parasites</b> -general parasite identification -for Ceratomyxo Shasta 60 fish samples -for M. cerabrallis 60 fish samples	Per culture: Per culture: Per culture:		200 200 200	
<b>Hemolymph plasma biochemistry analysis</b>	Per sample:		200	
<b>Enzyme activity diagnostics</b>	Per sample:		200	
<b>Biochemistry profile reference interval analysis</b>	Per sample:		200	
<b>Glycogen content analysis (triplicate)</b>	Per sample:		200	
<b>Total lipid content analysis (triplicate)</b>	Per sample:		200	
<b>Sample collection (animals, plants or others)</b> <b>Area</b> <b>1) NB (Albert-Westmorland-Kent, Chaleur-York</b>	By foot per hour By boat per hour Diving from shore per hour Diving from boat per hour		50hr 50hr 10hr 10hr	

<u>TASKS</u>	<u>UNIT OF BILLING</u>	<u>PRICE</u>	<u>ESTIMATED QUANTITY**</u>	<u>EXTENDED</u>
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>2) NS (Cumberland-Colchester-Pictou-Antigonish, Cape Breton including Bras d'Or Lakes region)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Sample collection (animals, plants or others)</b>  <b>Area</b>  <b>3) PE (Kings, Queens, Prince)</b>	By foot per hour		100hr	
	By boat per hour		100hr	
	Diving from shore per hour		50hr	
	Diving from boat per hour		50hr	
<b>Writing protocols, project reports</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Data analysis, not statistics</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	
<b>Statistical data analysis</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	Per hour:	Please include costs in Proposed Fee Schedule Below	50hrs	

<u><b>TASKS</b></u>	<u><b>UNIT OF BILLING</b></u>	<u><b>PRICE</b></u>	<u><b>ESTIMATED QUANTITY**</b></u>	<u><b>EXTENDED</b></u>
<b>Epidemiology study design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	
<b>Assist or lead in development of experimental design</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	
<b>Assist or lead in development of a diagnostic test</b>  <b>7.5 hrs min. cost breakdown as per schedule A,B &amp;C attached</b>	<p align="center">Per hour:</p>	Please include costs in Proposed Fee Schedule Below	<p align="center">50hrs</p>	

**Proposed Fee Schedule**

**SCHEDULE A:**

-For senior researchers: \$\_\_\_\_/h

*Criteria:* - project of very high priority to DFO,  
- urgent execution, short duration.

**SCHEDULE B:**

-For senior researchers : \$\_\_\_\_/h

*Criteria:* - high priority project for DFO and aquaculture industry (eg., emerging disease outbreak, residue

**SCHEDULE C:**

- For senior researchers : \$\_\_\_\_/h

*Criteria:* - projects of mutual interest and concern,  
- collaborative research participation,  
- collateral benefits to the contractor (eg., publications, diagnostic test development, disease model development).

**Note: if rates are not provided for the option years, they will be considered to be the same as for the initial Contract period**

## **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 \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

## 10. TENDER VALIDITY PERIOD

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of 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.



**GENERAL CONDITIONS  
PROFESSIONAL SERVICES**

**1. IN THE CONTRACT,**

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

- 1.14 A cross reference to a section number is a reference to all its sub-sections.
- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

## **2. PRIORITY OF DOCUMENTS**

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

## **3. SUCCESSORS AND ASSIGNS**

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

## **4. ASSIGNMENT, NOVATION AND SUBCONTRACTING**

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

## **5. TIME OF THE ESSENCE**

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

## 6. FORCE MAJEURE

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

6.1.1 was beyond the reasonable control of the Contractor;

6.1.2 could not have reasonably been foreseen;

6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and

6.1.4 occurred without the fault or neglect of the Contractor,

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

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

6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”

6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:

6.4.1 used its best efforts to minimize the delay and recover lost time;

6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;

6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and

6.4.4 carried out the work-around-plan approved by the Minister.

- 6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.
- 6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.
- 6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

## **7. INDEMNIFICATION**

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

## **8. NOTICES**

- 8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail, facsimile or

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

## **9. TERMINATION FOR CONVENIENCE**

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

- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

## **10. TERMINATION DUE TO DEFAULT OF CONTRACTOR**

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

- 10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be govern by section 9.

## **11. RECORDS TO BE KEPT BY CONTRACTOR**

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

## **12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.

- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

### **13. CONTRACTOR STATUS**

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.
- 13.5 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [Deloitte Inc.] respecting administration of this contract if the requirements of Subsection 22.1(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo.boa@opo.boa.gc.ca](mailto:opo.boa@opo.boa.gc.ca).

### **14. WARRANTY BY CONTRACTOR**

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



**15. MEMBER OF HOUSE OF COMMONS**

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

**16. AMENDMENTS AND WAIVER**

16.1 No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.

16.2 No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

**17. HARASSMENT IN THE WORKPLACE**

17.1 The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/hw-hmt/hara\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp).

17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.

17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.

17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.

17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.

17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.

17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.

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

## **18. OWNERSHIP OF INTELLECTUAL PROPERTY**

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

## **19. PAYMENT BY THE MINISTER**

- 19.1 Applicable when the Terms of Payment specify PROGRESS Payments.
- 19.1.1 Payment by the Minister to the Contractor for the Work shall be made:
- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
  - ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30)

calendar days following the date on which the Work is completed,

Whichever is later.

19.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

19.2.1 Payment by the Minister to the Contractor for the Work shall be made within:

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or
- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

## **20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

20.1 For the purposes of this Section:

"Average Rate" means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

“Due and payable” means an amount due and payable in accordance with the Contract;  
and

“Overdue” means an amount that is unpaid on the first day following the day upon  
which it is due and payable.

20.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

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

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

## **21. SCHEDULE AND LOCATION OF WORK**

21.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

21.2 If the Work is performed at locations other than DFO’s offices, the time schedule and location of Work shall be in accordance with the Contract.

## **22. MINISTER’S RESPONSIBILITIES**

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

## **23. CERTIFICATION - CONTINGENCY FEES**

23.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person’s duties for which a contingency fee is paid.

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

23.3 If the Contractor’s certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

23.4 In this section:

23.4.1 “contingency fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

23.4.2 “person” includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4<sup>th</sup> 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. (F5211-150033)", 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 [opo.boa@opo.boa.gc.ca](mailto: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](http://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>.



## **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 standing offer 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 11 of the OFFER OF SERVICES/CONTRACT FORM.

### **3. METHOD OF PAYMENT**

- 3.1 Payment to the Contractor shall be made upon completion of all 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 standing offer or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the standing offer 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**

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

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

### **5. LIMITATION OF EXPENDITURE**

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

specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

**6. PROVINCIAL SALES TAX**

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

British Columbia – PST-1000-5001

Manitoba 390-516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

**Quebec Sales Tax (QST)**

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

---

Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

## STATEMENT OF WORK

**TITLE: STANDING OFFER FOR SCIENTIFIC SERVICES IN THE FIELD OF DIAGNOSTIC, SAMPLING, EPIDEMIOLOGY, ETC.**

**DURATION: Contract Award – March 31, 2017**

**Her Majesty has the “Option to renew” for the following periods:**

April 1, 2017 to March 31, 2018;

April 1, 2018 to March 31, 2019

April 1, 2019 to March 31, 2020

The decision by the Project Authority, as to whether or not to exercise the “Option to Renew” will be dependent on operational requirements and satisfactory performance of the Contractor.

### **1.0 Scope**

#### **1.1 Title**

Scientific services in the field of diagnostic, sampling, epidemiology, etc.

#### **1.3 Estimated Value**

Pricing will be based on the attached Annex ‘A’ – Schedules A, B & C, for services required, for a **Maximum estimated usage of up to \$300,000.00 per year.**

All applicable taxes are to be listed separately.

#### **1.4 Objectives of the Requirement**

To create a Standing Offer for the scientific services in the field of diagnostic, sampling, epidemiology as described in the tasks of the SoW.

#### **1.5 Background, Assumptions and Specific Scope of the Requirement**

The department of Fisheries and Oceans Canada occasionally requires scientific services requiring a high level of expertise, usually in the context of specific projects. These services must be provided by technicians, veterinarians, statisticians, certified divers, certified boat operators.

Sample collection will be within the Atlantic Canada region. The contractor may also be provided with samples as determined by DFO personnel.

## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

#### Tasks

The Department of Fisheries & Oceans requires the Contractor to provide the following services:

- One step RT-PCR
- PCR
- DNA extraction
- Total RNA extraction
- Real-time PCR
- Real-time RT-PCR
- qPCR (quantitative real-time PCR)
- qRT-PCR (quantitative real-time RT-PCR)
- Virus isolation (no RT-PCR confirmation)
- RT (reverse transcription)
- Histology, from sample to block (including necropsy)
- Histology, from cassettes to slides (including cutting and staining)
- Necropsy (gross examination, no diagnostic)
- Histology, slide reading and reporting
- Writing protocols, project reports
- Data analysis, not statistics
- Statistical data analysis
- Cytology
- Leucocytes separation
- ELISA assay
- Epidemiology study design
- Assist or lead in development of experimental design
- Animal holding (shellfish and finfish)
- Performing drug challenges on aquatic animals
- Performing pathogens challenges involving aquatic animals
- Performing vaccine challenges involving aquatic animals
- Culture/identification and propagation of bacteria
- Culture/identification and propagation of parasites
- Hemolymph plasma biochemistry analysis
- Enzyme activity diagnostics
- Biochemistry profile reference interval analysis
- Glycogen content analysis
- Total lipid content analysis
- Sample (animals, plants or other) collection
  - o Sampling by boat
  - o Sampling by foot
  - o Sampling by diving
    - Shore dive
    - Off shore (diving from a boat)

## **Sample collection areas**

- 1) NB (Albert-Westmorland-Kent, Chaleur-York)
- 2) NS (Cumberland-Colchester-Pictou-Antigonish, Cape Breton including Bras d'Or Lakes region)
- 3) PE (Kings, Queens, Prince)

## **POTENTIAL TASK**

We require biological samples (animals, plants or other) be collected within the Maritimes\*\*. Depending on the location and nature of the samples, sampling may be carried out by boat, foot or diving.

\*\*Note: DFO Project Authority is responsible in obtaining necessary licenses to fish for scientific purposes and identifying persons authorized to carry out sampling activity under the authority of the license.

## Deliverables

As indicated above, the contractor will provide the required scientific sampling services, on an 'as and when' requested basis. Deliverables will be clearly identified in each call-up.

### **2.2 Specifications and Standards**

All work must be consistent with Canadian bio-containment guidelines and a Quality Management (ISO 17025) framework. Work involving live animals must be completed in facilities having a current Good Animal Practice certificate issued by the Canadian Council on Animal Care (CCAC).

The Contractor must adhere to DFO's policies and guidelines regarding Health and Safety in the Workplace. Contractor must adhere to the Federal Diving Regulation (Part XVIII Diving Operations) of the Canada Occupational Health and Safety Regulations. Contractor must adhere to the Occupational Health and Safety (Part II) of the Canada Labour Code. Contractor must adhere to the Small Vessel Compliance Program (SVCP) and Small Commercial Vessel Safety Guide of Transport Canada.

### **2.3 Technical, Operational and Organizational Environment**

The Contractor **MUST** have VLAQAP certification (Veterinary Laboratory Association Quality Assurance Program) or equivalent.

The Contractor **MUST** have quarantine and containment facilities that adhere to pertinent Canadian regulations and laws (Must provide documentation attesting to validated waste treatment procedures appropriate personnel training, appropriate facility certification, and procedures/protocols involving facilities, personnel and animal use activities that involve

the quarantine and containment laboratories. Waste treatment must minimally involve complete inactivation of introduced pathogens/agents in effluent and solids prior to discharge and an on-going monitoring program of waste treatment efficacy.

All sampling vessels **MUST** conform fully to Transport Canada safety requirements, must meet all regulatory requirements, and must be in excellent overall condition. The Contractor will ensure all vessels carry full marine and liability insurance for all crew, skipper, and any DFO staff onboard, prior to commencing sampling work and for the duration of all contract activities.

Dive sampling vessels **MUST** supply 3 CSA certified divers, with valid Occupational SCUBA tickets. Each dive sampling vessel will supply all dive gear required by 2 of the 3 divers, including a throw line to assist recovering divers as required.

Dive sampling vessels **MUST** be of sufficient size and seaworthiness to accommodate two divers, gear and the vessel operator.

All vessels **MUST** be on a trailer and capable of being towed into remote locations, and have a speed of no less than (15 Knots).

All vessels **MUST** be mechanically sound in all respects, seaworthy for sampling in the designated areas, and for performing duties in marginally exposed areas of the coast, as well as accommodating at least one DFO staff as needed.

All sampling vessels **MUST** carry Level 1 First Aid Kits at all times.

Survival suits for the crew, including the skipper, plus one DFO person is a mandatory requirement.

The vessel **MUST** have the capability to freeze and store biological samples for the duration of the sampling activity.

## **2.4 Project Management Control Procedures**

Depending on the services provided, the Contractor will be paid on a monthly basis or upon completion of the project, and upon submission of an invoice, which must be approved by the Project Authority.

## **2.5 Change Management Procedures**

Provide a description of the process by which any changes to the Scope will be handled.

## **2.6 Ownership of Intellectual Property**

The Crown will own any IP generated from Work performed under this Standing Offer.

### **3.0 Other Terms and Conditions of the SOW**

#### **3.1 Project Authorities**

TO BE DETERMINED AT CONTRACT AWARD

#### **3.2 DFO Obligations**

In certain instances, such as the development of experimental study designs, vaccine and pathogens challenges (preparation of protocols, Standard Operating Procedures, diagnostic tests, in-vivo experiments) the contractor may have to negotiate contractually or collaboratively the use of departmental space or use departmental equipment, in such location as the DFO, Charlottetown Aquatic Animal Pathogen and Biocontainment Laboratory (Caapbl) located at 93 Mount Edward Road, Charlottetown, P.E.I.

#### **3.3 Contractor's Obligations**

The Contractor will provide the sampling vessel, including divers, as described above.

The Contractor will provide proof of certification, safety plans, dive logs and permits.

Title to the equipment 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 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 as being the property of Canada.

Notwithstanding the fact that the equipment under this Contract becomes vested in Canada, the equipment 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.

#### **3.4 Location of Work, Work site and Delivery Point**

The majority of the work is expected to be completed at the contractor facility. However, due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

#### **3.5 Language of Work**

The work must be conducted in either English or French per the requirement of the Project Authority.

### **3.6 Security Requirements**

Most contracts awarded under this Standing Offer will not have a security requirement. However, on rare occasions a contract may need the Contractor and the resources assigned to the project to have security clearance. Contractors agree and confirm that they will obtain a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected B and will have some personnel obtain a valid Reliability status. These activities will be done upon standing offer award. If DFO intends to award a contract and the Contractor does not have the necessary security requirements, DFO will be contracting with another service provider for that operational requirement.

### **3.7 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's discretion and expense, and for its own benefit and protection.

Upon contract award the successful bidder will be required to supply proof of insurance.

## **4.0 Project Schedule**

### **4.1 Schedule and Estimated Level of Effort (Work Breakdown Structure)**

Detailed time schedule for the completion of each stage or milestone or phase of the work as well as for the entire work will be provided within each respective call up.

## **5.0 Required Resources or Types of Roles to be performed**

The Contractor **MUST** have extensive experience in conducting aquatic animal health diagnostic work.

Extensive is defined as having published a minimum of 50 peer-reviewed articles published.

The Contractor **MUST** have strong expertise on epidemiology, diagnostic pathology, live aquatic animal husbandry, transport and experimental design (for field and laboratory) (supported by published papers).

Strong is defined as having published a minimum of 50 peer-reviewed articles published.



**6.0 METHOD OF PAYMENT:**

Depending on the services provided, the Contractor will be paid on a monthly basis or upon completion of the project, and upon submission of an invoice, which must be approved by the Project Authority.

Invoices are subject to the attached '**Terms of Payment**'.

**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 (✓)	Page #
M1	<p>The Contractor <b>MUST</b> have <i>extensive</i> experience in conducting aquatic animal health diagnostic work.</p> <p><i>Extensive</i> defined as having published a minimum of 50 peer-reviewed articles published.</p>		
M2	<p>The Contractor <b>MUST</b> have VLAQAP certification (Veterinary Laboratory Association Quality Assurance Program) or equivalent.</p>		
M3	<p>The Contractor <b>MUST</b> have quarantine and containment facilities that adhere to pertinent Canadian regulations and laws (Must provide documentation attesting to validated waste treatment procedures appropriate personnel training, appropriate facility certification, and procedures/protocols involving facilities, personnel and animal use activities that involve the quarantine and containment laboratories. Waste treatment must minimally involve complete inactivation of introduced pathogens/agents in effluent and solids prior to discharge and an on-going monitoring program of waste treatment efficacy.</p>		
M4	<p>The Contractor <b>MUST</b> have a Small Craft operator card to be able to carry out the sample collection with a boat.</p>		
M5	<p>The Contractor <b>MUST</b> have NAUI/PADI certified diver (National Association of Underwater Instructors (NAUI); Professional Association of Diving Instructors (PADI) or equivalent.</p>		
M6	<p>The Contractor <b>MUST</b> have <i>strong</i> expertise on epidemiology, diagnostic pathology, live aquatic animal husbandry, transport and experimental design (for field and laboratory) (supported by published papers).</p> <p><i>Strong</i> defined as publishing a minimum of 50 peer-reviewed articles published.</p>		

**RATED CRITERIA**

Bidder must achieve a minimum score of 80 possible points (80%) 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.

**Total points (R1 & R2): 100 points maximum / Pass = 80 points minimum**

Criterion		Max Points	Number of Published reports / papers	Evaluated Score
<b>R1</b>	<p>A strong background in epidemiology demonstrated by reports and/or published papers.</p> <p><i>Strong</i> is defined as publishing a minimum of 50 peer-reviewed articles published.</p>	40	<p>0 – 49 - 0 pts</p> <p>50 – 74 - 30 pts</p> <p>75 – 99 - 35 pts</p> <p>100+ - 40 pts</p>	
<b>R2</b>	<p>Demonstrate experience in shellfish aquaculture related activities i.e. shellfish productivity, environmental interactions (aquatic invasive species), and carrying capacity demonstrated by reports and/or published papers.</p>	60	<p>0 – 49 – 0 pts</p> <p>50 – 74 - 50 pts</p> <p>75 – 99 - 55 pts</p> <p>100+ - 60 pts</p>	

Proposals not meeting the minimum points will be given no further consideration.

**Selection Method (Lowest Cost-Per-Point)**

The contract will be awarded on the basis of Assessed Best Value to the Crown. The Best Assessed Value is determined by dividing the total proposal \$ value by the total points.

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

Calculating Cost-Per-Point

Compliant Company Price / Compliant Company Score = **Cost-Per-Point**

\* Comparing results will give the lowest cost-per-point

**GENERAL:**

**Any bid may be accepted or rejected in whole or in part. The lowest or any bid may not be accepted.**

## OWNERSHIP OF INTELLECTUAL PROPERTY

### Crown to Own Intellectual Property Rights

### 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

#### 1 *Interpretation*

In the Contract,

- 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;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 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;
- 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;
- 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;
- 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;

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.

2 *Disclosure of Foreground Information*

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.

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.

3 *Canada to Own Intellectual Property Rights in Foreground Information*

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.

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 (2015)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2015)

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 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.

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.

#### 4 *License to Intellectual Property Rights in Contractor's Background Information*

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

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times; and
- (d) 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.

- 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 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.
- 4.3 Notwithstanding subsections 4.1 and 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.
- 4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 4.1 and 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.
- 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 4.1 and 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.

## 5 *Right to License*

- 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.

## 6 *Access to Information; Exception to Contractor Rights*



- 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.
- 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.

7 *Waiver of Moral Rights*

- 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.
- 7.2 If the Contractor is an author of the Foreground Information referred to in subsection 7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

**FORMER PUBLIC SERVANT**

**FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION**

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 FPS, 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 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 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 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;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date