



Fisheries and Oceans
Canada

Pêches et Océans
Canada

NCR Materiel Management,
Station 9W087, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

Our file FP802-150046

August 6, 2015

Subject: Request for Proposal No. FP802-150046

**DEVELOPING SEARCH OPTIMIZATION METHODOLOGIES FOR
CANADIAN COAST GUARD MARITIME SEARCH AND RESCUE**

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "C"**. The required services are to be performed during the period commencing upon contract award and are to be completed by **October 15th, 2017** as detailed in the Statement of Work.

If you are interested in undertaking this project, your electronic proposal clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours** (2:00 p.m.) Eastern Daylight Time, on **September 15, 2015**. Please send your electronic proposal to Nancy L. Stanford, Senior Contracting Officer, at nancy.stanford@dfo-mpo.gc.ca.

Security Requirement

There are no security requirements under this contract. The contractor will not be working from any Department of Fisheries and Oceans facility. Should the contractor be required to be on DFO property; he/she will be escorted by DFO Personnel at all times.

The Contractor, at all times during the performance of the Contract, must not access protected and/or classified information or assets.

The Contractor personnel may not enter nor perform work on sites where protected or classified information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

The Contractor must not remove any protected information or assets from the identified

work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are not be awarded without the prior written permission of the DFO or CISD/PWGSC.

The Contractor must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable)
- b) Industrial Security Manual (latest edition).

Proposals in response to this Request for Proposals shall be comprised of three (3) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY) – one (1) electronic copy**
- b) **CONTENT: VOLUME 2 – FINANCIAL PROPOSAL (MANDATORY) – one (1) electronic copy**
- c) **CONTENT: VOLUME 3 – CERTIFICATIONS (ATTACHED AT APPENDIX C-1) (MANDATORY) – one (1) electronic copy**

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

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

PROPOSAL-ANNEX2

Your proposal must include:

1. An indication of an understanding of the requirement and objectives of the project;
2. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;
3. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;

Section II: Financial Proposal

1. A breakdown of the costs tendered in Annex B – Basis of Payment

Section III: Certifications

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

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

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

If additional information is required, you are requested to contact Nancy L. Stanford, Senior Contracting Officer, NCR Materials Management at (613) 993-1550, by e-mail at nancy.stanford@dfo-mpo.gc.ca or by fax at (613) 991-1297.

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN September 9th, 2015, 2:00 p.m. (EASTERN DAYLIGHT TIME)** TO THE CONTRACT AUTHORITY. THE DEPARTMENT MAY NOT BE ABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

Nancy L. Stanford
Senior Contracting Officer,
NCR, Materiel Management

Attach.

APPENDICES

REQUEST FOR PROPOSAL

**DEVELOPING SEARCH OPTIMIZATION METHODOLOGIES FOR CANADIAN
COAST GUARD MARITIME SEARCH AND RESCUE.**

- | | |
|-------------------------|------------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Resulting Contract Clauses |
| 3. Appendix "A" | General Conditions |
| 4. Appendix "B" | Basis of Payment |
| 5. Appendix "C" | Statement of Work |
| 6. Appendix "C-1" | Certifications |
| 7. Appendix "D" | Evaluation Criteria |
| 8. Appendix "E" | Proposal Instructions |
| 9. Appendix "F" | Ownership of Intellectual Property |

Bid Closing Date: September 15th, 2015
Time: 14:00 Hours (EASTERN DAYLIGHT TIME)
Financial Coding: H9634-T84-13A-4802-MSS74-6
Contract/File No: FP802-150046

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

**DEVELOPING SEARCH OPTIMIZATION METHODOLOGIES FOR CANADIAN
COAST GUARD MARITIME SEARCH AND RESCUE.**

1. CONTRACT PERIOD

The required services are to be performed during the period commencing upon contract award and are to be completed by **October 15, 2017** as detailed in the Statement of Work

2. SECURITY CLEARANCE

There are NO security requirements under this contract. The contractor will not be working from any Department of Fisheries and Oceans facility. Should the contractor be required to be on DFO property; he/she will be escorted by DFO Personnel at all times.

3. REPLACEMENT PERSONNEL

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

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

3.2.1 The reason for the removal of the named person from the project;

3.2.2 The name of the proposed replacement;

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

4. CRIMINAL CODE OF CANADA

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

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

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. **AUTHORITIES**

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy L. Stanford
Title: Senior Contracting Officer
Organization: Department of Fisheries and Oceans
Address: 200 Kent Street, Station 9W087
Telephone: (613) 993-1550
Facsimile: (613) 991-1297
E-mail address: nancy.stanford@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

(a) Project Authority (To be provided at time of Contract award)

The Project Authority for the Contract is:

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

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

(b) Contractor's Representative (To be provided at time of Contract award)

The Contractor's Representative for the Contract is:

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

7. CONDUCT OF THE WORK

7.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge skill, know-how and experience, and the ability to use them effectively to perform the Work.

7.2 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) select and employ a sufficient number of qualified people;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

7.3 The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

7.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the Work or any part of the Work, it will be at no cost to Canada.

- 7.5 Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
- 7.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 37, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 7.7 The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
- 7.8 The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

8. SUSPENSION OF THE WORK

- 8.1 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 38 or section 39.
- 8.2 When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 8.3 When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

9. DISPUTE RESOLUTION

- 9.1 In the event of a disagreement regarding any aspect of the Services or any instructions given under the Agreement:
- (a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
 - (b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - (c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
- 9.2 The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.
- 9.3 If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
- 9.4 The fees mentioned in subsection 3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
- 9.5 If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
- 9.6 Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 9.7 If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.

- 9.8 If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental Mediation procedures shall be used unless the parties agree otherwise.
- 9.9 Negotiations conducted under the Agreement, including those conducted during Mediation, shall be without prejudice.

10. CONFIDENTIALITY

- 10.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 10.2 Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 10.3 The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.

11. APPROPRIATE LAW

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

12. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on

which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

APPENDIX "A"

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. IN THE CONTRACT,

- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10 "Prototypes" includes models, patterns and samples.

- 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.12 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.
- 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14 A cross reference to a section number is a reference to all its sub-sections.
- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

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

3. SUCCESSORS AND ASSIGNS

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

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include

the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.

- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

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

6. FORCE MAJEURE

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

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

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

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

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

- 6.4 The Contractor shall not benefit from an "excusable delay" unless the Contractor has:

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

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

7. INDEMNIFICATION

- 7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:

7.1.1 any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s employees or agents in performing the Work or as a result of the Work;

7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and

7.1.3 the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

7.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty's other rights.

8. NOTICES

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

9. TERMINATION FOR CONVENIENCE

9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.

9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:

9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;

9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work

terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and

9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.

9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.

9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.

9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.

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

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:

10.1.1 the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or

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

11. RECORDS TO BE KEPT BY CONTRACTOR

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

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

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

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

13. CONTRACTOR STATUS

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her

Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.

- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.

14. WARRANTY BY CONTRACTOR

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

15. MEMBER OF HOUSE OF COMMONS

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

16. AMENDMENTS AND WAIVER

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

17. HARASSMENT IN THE WORKPLACE

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

18. OWNERSHIP OF INTELLECTUAL PROPERTY

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

19. PAYMENT BY THE MINISTER

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

Whichever is later.

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

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

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

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

Whichever is later.

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

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 For the purposes of this Section:

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

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

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

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

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

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

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

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

21. SCHEDULE AND LOCATION OF WORK

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

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

22. MINISTER'S RESPONSIBILITIES

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

23. CERTIFICATION - CONTINGENCY FEES

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

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

23.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with

section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

23.4 In this section:

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

23.4.2 “person” includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

24. PRICE CERTIFICATION

24.1 The Contractor certifies that the price/rate shown in the Contract has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include any provision for discounts or commissions to selling agents.

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

25.1 It is a term of the Contract that:

25.1.1 The Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. INTERNATIONAL SANCTIONS

- 26.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 25.2 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.
- 25.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

27. OFFICIAL LANGUAGES

- 27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

28. ENTIRE AGREEMENT

- 28.1 This Contract constitutes the entire agreement between the parties respecting the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are expressly incorporated by reference into the Contract.

29. ENVIRONMENTAL CONSIDERATIONS

- 29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 29.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.

- 29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 28.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999; the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 29.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 29.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.

30. HEALTH AND SAFETY

- 30.1 The Contractor shall be responsible for the health and safety of all persons involved in the performance of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 31.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to

Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.

- 31.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 31.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 31.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. FP802-120088, and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 31.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 31.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 30.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

32. THE CODE OF CONDUCT FOR PROCUREMENT

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

APPENDIX "B"
BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex "B" for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

4. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

- 5.** The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

6. **TENDERED PRICES**

PROFESSIONAL SERVICES AND ASSOCIATED COSTS

**DEVELOPING SEARCH OPTIMIZATION METHODOLOGIES FOR
CANADIAN COAST GUARD MARITIME SEARCH AND RESCUE**

Contract Period (Award to October 15, 2017)

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

Firm fixed price: \$ _____ + GST

7. **SCHEDULE OF PAYMENTS**

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

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

7.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

8. **FORM OF INVOICE**

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

8.1 Payments will be made provided that:

B8.1.1 the Contractor submits their invoices to DFO electronically, DFOinvoicing-MPOfacturation@df-mpo.gc.ca

B8.1.2 each invoice shows:

- (a) the Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) the amount of GST or HST payable as a separate amount;
- (c) the Contractor's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) all the information listed in section B4.2; and
- (e) hold back at 10%, if applicable.

B8.1.3 each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

B8.1.4 each invoice and supporting documentation, if applicable, are properly and accurately completed.

- 8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:
- (a) **the legal name of the Contractor**, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
 - (b) the status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
 - (c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
 - (d) for corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
 - (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."

- 8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

9. **INTEREST ON OVERDUE ACCOUNTS**

9.1 For the purposes of this clause:

- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) **“Date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.

9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

10. **SUPPLEMENTARY CONTRACTOR INFORMATION**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

10.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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

10.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

10.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

**APPENDIX "C"
STATEMENT OF WORK**

**Development of Search Optimization Methodologies for Canadian Coast Guard
Maritime Search and Rescue**

Title

**Developing Search Optimization Methodologies for Canadian Coast Guard
Maritime Search and Rescue**

Introduction

Fisheries and Oceans Canada has a requirement for the development and implementation of advanced Search and Rescue Optimization Methods within Canadian Coast Guard's Automated Search Planning Tool (ASPT). This requirement will be part of "Implementing Probabilistic Drift and Search Optimization Methodologies in Maritime SAR" Search and Rescue (SAR) New Initiatives Fund (NIF) project. The Canadian Coast Guard (CCG) is special operating agency within Fisheries and Oceans Canada.

Background

Automated Search Planning Tools are complex decision support systems that assist the Maritime SAR Coordinator at a Joint Rescue Coordination Centre (JRCC) or Marine Rescue Sub-Centre (MRSC) to determine the correct search area and plan for search and rescue; these complex software programs include a search object drift simulation module which is coupled with a SAR planning module.

The Canadian Coast Guard's ASPT working group explored future options for the Canadian ASPT, culminating in the hosting of an International ASPT workshop. After a thorough examination of the alternatives; such as the United States Coast Guard's SAROPS program, the ASPT working group recommended that work be undertaken to incorporate a probabilistic drift simulation and SAR resource optimization module within the existing Canadian ASPT; i.e. Canadian Search and Rescue Program (CANSARP), thereby creating the next generation Canadian ASPT. The "Implementing Probabilistic Drift and Search Optimization Methodologies in Maritime SAR" project was submitted and approved as a SAR New Initiatives Fund (SAR NIF) project.

Contract Dates

The intent is to establish a contract for the period of Contract Award to October 15th, 2017. The Contractor must submit a proposed schedule showing significant milestones

and completion dates for each task within their tender submission. The schedule must be sufficiently detailed as to allow the Project Authority and the Contractor to plan, monitor and coordinate tasks and resources efficiently to achieve completion of the work on time. The Contractor's proposed work schedule and any changes post start-up will require written approval by the Project Authority.

Scope

The purpose of this contract is to facilitate the development, implementation and integration of advanced SAR resource planning methods, such as the Search and Rescue Planning system (SARPLAN), within Canada's Automated Search Planning Tool (ASPT). This will improve the efficiency of planning maritime searches and allocation of marine, air and ground resources in support of a maritime SAR case.

Objectives

The Canadian Coast Guard's Integrated Technical Services (ITS) is working to improve the ability of the Canadian ASPT to determine the area where Search and Rescue Units (SRUs) are sent by implementing a probabilistic drift methodology based on the Monte Carlo method. They are also working to develop an interface so that SAR planning information can be more easily shared with other Canadian SAR Case Management Tools.

The objective of this contract is for the provision of specific expert services to assist the Integrated Technical Services (ITS) Directorate of DFO/CCG in

- developing an advanced SAR resource optimization method, such as SARPLAN, for use in Canada's Maritime ASPT software application in order to improve the efficiency of planning the allocation of Marine, Air and Ground resources in support of a Maritime SAR case. The contractor will take into consideration expert knowledge of the SAR Mission Coordinators (SMC); and,
- assisting ITS in integrating the advanced SAR resource optimization method within Canada's ASPT.

Tasks

The provision of this contract is to aid ITS in its efforts to develop and implement an advanced Search Optimization module within the CANSARP application.

The tasks will include the following:

- Assist Canadian Coast Guard (CCG) in adapting the manual SAR Resource Planning component in CANSARP to accommodate a new Monte Carlo probability field;
- Assist CCG in developing a visual equivalent to the "Body of Water Searched"

functionality present for deterministic drift in CANSARP;

- Adapt SAR Optimization methods such as SARPLAN to a Maritime SAR environment;
- Account for all search object types and associated characteristics as specified in the International Aeronautical and Maritime Search and Rescue Manual (IAMSAR) and Canadian Aeronautical and Maritime Search and Rescue Manual (CAMSAR) manuals;
- Account for all search pattern types as specified in the IAMSAR and CAMSAR manuals;
- Develop a methodology that will be fully implementable and compatible with the Canadian Search and Rescue Program (CANSARP) environment;
- Aid ITS in efforts to develop and implement the module within the CANSARP environment such that results will be displayed graphically within the Automated Search Planning Tool (ASPT) user interface;
- Using the probability grid returned by the CANSARP Monte Carlo drift module, create and recommend an optimal layout of search and rescue patterns for a maritime search to maximize Probability of Detection (POD) and Probability of Success (POS);
- Determine SAR resource Transit Time to Scene and resource Endurance;
- Account for resource Sweep Widths as specified in CAMSAR and other factors associated with the resource;
- Account for environmental factors such as visibility, light and sea state and the need to recommend safe allocation of resources; and,
- Validate that the implemented solution will allow the user the ability to interact with the system in such a way as to override parts of the initial recommendation or impose additional constraints.

Deliverables and Milestones

Project Work Plan

The contractor will submit a complete work plan for the project. The work plan will contain the schedule, the personnel assigned to the project, a brief summary of each task, and key coordinates for the project resources (addresses, phone no., fax no., e-mail address, names, etc.). This will be completed in conjunction with ITS ASPT Programmer/Analysts who will provide input as to the time required to programmatically implement the solution(s).

A draft copy of the Work Plan will be prepared and submitted no later than three weeks from contract award. The Project Authority requires 10 business days to review the draft document. The work plan must incorporate a review component for each deliverable.

The submission of the Project Work Plan and acceptance by the Project Authority will constitute the first milestone of the project.

Requirements Specification

The Requirements Specification (RS) document will be presented in a report to be approved during a review meeting. The timeframe of the Requirements Specification (RS) document will be set out in the Project Work Plan.

The Requirement Specification details the unambiguous determination and definition of the expected product. The user requirements, functional requirements, data requirements and other special requirements or constraints must be defined and agreed upon by the contractor and the Canadian Coast Guard prior to proceeding with the Design stage.

The submission and acceptance by the Project Authority of the Requirements Definition will constitute the second milestone of the project. The Project Authority requires 10 business days to review a draft document. The work schedule must incorporate a review prior to finalization of each deliverable.

Preliminary Methodology Review

The contractor shall submit a Preliminary Methodology Design document (PMD) for review. The Requirements Specification (RS) will be used as the basis for the PMD; the preliminary framework of the methodology shall be developed. This preliminary methodology will provide a high level description of major components of the methodology to be employed and it will address the following:

- Changes required to the formulas for calculating Probability of Detection (POD);
- An initial strategy for calculating “Body of Water Searched” using the Monte Carlo drift field; and,
- An initial framework for a SARPLAN-like methodology adapted to the marine environment.

This initial design will include documentation to explain the algorithms, heuristics, or other components of the methodology that are to be used in the development and implementation of the advanced Search Optimization module within the CANSARP application. This document is a critical living component of the project that will transfer the knowledge to the programmers, maintainers, life cycle managers and trainers for ongoing support of the module after the project is complete.

Canadian Coast Guard will arrange access to CCG subject matter experts, e.g. SAR Mission Coordinators and SAR training staff, as required.

The submission and acceptance by the Project Authority of the Preliminary Methodology and supporting documentation will constitute the third milestone of the project. The Project Authority requires 10 business days to review a draft document. The work

schedule must incorporate a review prior to finalization of each deliverable.

Detailed Methodology Review

Following the validation and acceptance of the Preliminary Methodology, the contractor will further develop and detail the methodologies. As with the preliminary design, documentation is essential. This documentation should be sufficiently detailed as to allow the independent development of each module by ITS staff at the Coast Guard College.

The supporting documentation from this stage shall serve as the basis for a Technical Manual at the end of the project.

The submission and acceptance by the Project Authority of the detailed methodology and supporting documentation will constitute the fourth milestone of the project. The Project Authority requires 10 business days to review a draft document. The work schedule must incorporate a review prior to finalization of each deliverable.

Development and Implementation

Implementation will take place at the Canadian Coast Guard College by the ITS CANSARP development team. It is expected that the software module will undergo several alpha iterations with at least two beta versions to follow.

The contractor will work closely with the ITS CANSARP team which will be implementing the revised POD formulas, the revised Body of Water Searched, and the SAR Optimization modules into the CANSARP environment.

Coast Guard ITS will provide the contractor with a complete CANSARP development system as part of this stage of the project.

Any software modules which result from this contract must function within the CANSARP environment and not include any proprietary software components or otherwise be incompatible with CANSARP. The CANSARP development environment is a C and Gnome/GTK+ application running on the x86 OpenIndiana operating system.

The first beta release is the fifth milestone. The final beta release is the sixth milestone. The submission and acceptance by the Project Authority of the first and final beta release will constitute the fifth and sixth milestones of the project.

Validation

Following the final beta release, the contractor will assist the ITS group in validating the software implementation. This validation will utilize both historical and current data gathered from a live field trial. The purpose of this validation process is to:

- Ensure that the developed methodology has been properly implemented; and
- Ensure that all of the requirements from the RS have been covered.

Testing will be carried out using the final beta version of the software.

It is expected that minor software modifications resulting from validation testing will be required. The contractor will work with the ITS CANSARP programming group to ensure that these changes are properly implemented and tested.

A brief report will be prepared outlining the results of the validation and the subsequent required modifications.

The submission of the Validation Report will constitute the seventh milestone of the project. The Project Authority requires 10 business days to review a draft document. The work schedule must incorporate a review prior to finalization of each deliverable.

Final Report

Upon the successful completion of the validation milestone, the contractor will prepare a final report. The report will contain the final configured version of the detailed design for the SAR Optimization modules. The report will be accompanied by technical manuals and user documentation to train users on the use of the module as well as maintain the software.

A draft copy final report will be prepared, as if it were a final report and be submitted no later than September 2, 2017, four weeks from the completion of the contract. The Project Authority requires 10 business days to review the draft document. At that time, the Project Authority will submit the second draft of the final report to the Contractor, along with any required changes. The Contractor will have 10 days to re-submit the final report. The Project Authority has 8 days to review and accept the final report.

The submission of the Final Report will constitute the eighth and final milestone of the project.

Specifications and Standards

As specified in section "Deliverables and Milestones", there are eight milestones for the project. Each milestone has corresponding required documents or other deliverables that must be delivered to the Project Authority. At the end of the project, the complete final versions of the System Design, Technical Manuals and user documentation must be delivered to the Canadian Coast Guard.

The final report must be completed and accepted on or before September 30, 2017.

SAR Mission Coordinator

The SAR Mission Coordinator (SMC) is the final decision maker when planning any search and must retain the option to over-ride or alter any part of the recommended optimization solution. The method must therefore be adaptable to user intervention.

The Coast Guard SMC is both the end user and the subject area expert in planning and coordinating Maritime SAR.

CANSARP Development Environment

The development environment platform for the ASPT NIF version of CANSARP is OpenIndiana. OpenIndiana is an offshoot of the Sun-Oracle OpenSolaris operating system and is closely related to Solaris 11 which is also derived from OpenSolaris.

The primary development language is C using the GNU C compiler and the Oracle Solaris Studio IDE.

The graphical toolkit/environment is Gnome/GTK+.

Method and Source of Acceptance

The terms and conditions contained in this Section will apply to the acceptance of all milestone deliverables associated with the contract.

Contractor Internal Testing/Validation

The contractor agrees to thoroughly test and validate all deliverables for correctness, as appropriate under the circumstances, at all stages of development. Any test documents generated for this process shall be delivered to the Canadian Coast Guard including written reports of any issues that arise during the tests.

Review, Testing and Acceptance

The Canadian Coast shall review and evaluate all documents and other deliverables submitted and shall submit an acceptance or rejection to the contractor within 10 working days of receipt of the deliverable. This review will be conducted by the Project Authority and may involve the Technical Monitoring Committee where appropriate or subset thereof.

Delays

If either the contractor or Canadian Coast Guard is aware or becomes aware of a delay that will prevent the contractor from meeting a scheduled milestone, the party shall inform the other party of the delay and the reason for the delay in writing. If the delay is caused by the contractor, then the contractor will be provided up to 30 days to correct the

problem and complete the deliverable. If the reason for the delay originates within the Canadian Coast Guard, the schedule will be adjusted to reflect the change by the Project Authority.

Contractor Responsibility

Notwithstanding anything else contained herein to the contrary, the contractor shall be responsible for ensuring that any algorithms and methods developed during this contract meet all of the requirements agreed to in the Requirements Specification from the second milestone.

Reporting Requirements

To facilitate the management of the project, one (1) copy of the progress report shall be submitted on a monthly basis to the Project Authority. This report shall be short and concise; not exceeding two (2) typewritten pages, but may be supplemented by other documents in appendices.

The format of the progress report should be as follows:

- A list of all persons actively engaged on the project and their functions;
- Current status of the work, containing:
 - ✓ an estimate of the percentage of work completed,
 - ✓ the percentage of time elapsed,
 - ✓ the percentage of the project budget spent,
 - ✓ whether the project will be completed within the established schedule and the agreed financial limitation;
- Work accomplished since the period last reported;
- Problem areas, if any;
- Work to be addressed in the coming months;
- Any action required by the Canadian Coast Guard; and,
- Contacts made with outside agencies or companies, or major visits related to the project. The Contractor is required to identify and record names and addresses of individuals or organizations, to be used for subsequent information dissemination.

The report shall be delivered to the Canadian Coast Guard at monthly intervals. Delivery of the monthly status report may be accomplished by e-mail, to the convenience of the Contractor and the Project Authority.

All reports are to be provided in Microsoft Word or .pdf, as directed by the Project Authority. All deliverables shall be submitted to the Project Authority according to project and technical standards.

The Project Authority will monitor the progress of the Contractor. The Project Authority

will review all work provided by the Contractor. The Project Authority requires 10 business days to review a draft document. The work schedule must incorporate a review prior to finalization of each deliverable. The Project Authority will provide comments to the Contractor indicating any changes required.

In addition, all information and material created under the Contract, including graphic materials, rough notes, file information, maps, data, computer software and source code, and reports shall be the property of Canada, unless otherwise stipulated by the Canadian Coast Guard Project Authority.

Project Management Control Procedures

The Project Authority is responsible for all matters concerning the technical content of The work under this requirement. Proposed changes to the Statement of Work must be discussed with the Project Authority and approved by a contract amendment issued by the Contracting Authority prior to acceptance. The contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

The Project Authority will:

- Handle financial administration of the project;
- Appoint the Technical Authority;
- Create the Technical Monitoring Committee;
- Consult regularly (bi-weekly at a minimum) with the technical authority regarding progress on the project;
- Report to the National SAR Secretariat (NSS) which is the source of the funding for this contract;
- Coordinate meetings between the Contractor and the project stakeholders such as the ASPT working group;
- Coordinate monthly meetings with the contractor and the technical authority. These meetings may be expanded to include the whole or a subset of the Technical Monitoring Committee;
- Review all materials delivered related to the project milestones. Contracting Authority will be responsible for final acceptance of all deliverables.

The Technical Authority will:

- Review all work submitted by the contractor;
- Coordinate communication between the ITS CANSARP team and the contractor. There will be a high level of communication between these two groups particularly during the implementation phases of the project;
- Disseminate to the Project Authority, the ITS CANSARP team, and Technical Monitoring Committee all documents submitted by the contractor for review;

- Monitor contract progress against the timelines for this project and the overall NIF project mentioned above; and,
- Brief the Project Officer on any issues that arise which may impact on the scheduling or costs associated with the project;

The Technical Monitoring Committee will:

- Review all deliverables and documents to ensure that the contract is meeting the stated requirements;
- Attend meetings to monitor contract progress against the timelines for this project and the overall NIF project;
- Provide technical input and advice to the Project Authority and Technical Authority.

Change Management Procedures

Requests to change the scope of the project must be submitted in writing to the Project Authority. The Technical Committee will then be convened to consider the impact of any scope change. All changes in scope must be mutually agreed upon by the Project Authority and the Contractor and approved by a contract amendment issued by the Contracting Authority prior to acceptance.

Ownership of Intellectual Property

Intellectual Property ownership developed under this contract will remain with Fisheries And Oceans Canada (DFO).

All results and correspondence from this project are the property of DFO, and shall not be released or distributed by the contractor without the prior permission of DFO, or unless specifically required by law.

This project is based around the CANSARP 5.0 application which has been licensed using the GNU General Public License (GPLv3). Consequently, any source code developed and integrated into CANSARP as part of the contract must also share the same license. For details on the GPLv3 license, please refer to <http://www.gnu.org/copyleft/gpl.html>.

Authorities

Contracting Authority

Nancy L. Stanford
Senior Contracting Officer
Materiel and Procurement Services
Fisheries and Oceans Canada

200 Kent Street
Ottawa, Ontario
K1A 0E6
Tel: (613) 993-1550
Fax: (613) 991-1297
E-mail: nancy.stanford@dfo-mpo.gc.ca

Project Authority

The name of the project authority will be provided upon contract award.

Technical Authority

The name of the technical authority will be provided upon contract award.

DFO Obligations

Department of Fisheries and Oceans will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract:

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.;
- Access to equipment (i.e. a workstation with a computer and associated software);
- Access to Coast Guard SAR staff as required;
- Provide feedback/comments on draft reports within ten (10) working days; and,
- Provide other assistance or support.

It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract completion or termination.

Contractor's Obligations

- The Contractor will return all provided materials belonging to CCG/DFO upon completion of the Contract;
- The Contractor will create visual materials sought during the course of the contract. This should take the form of slides, photographs, video tapes or drawings, scanned images, illustrating the concepts and technical equipment being developed or tested. All illustrative material of professional quality shall be delivered Project Authority.
- The Contractor will report to the Project Authority any special circumstances or events affecting the provision of the required services;
- The Contractor will submit all written reports 1 copy in hard copy and 1 copy electronic using the standard identified in this Statement of Work;
- The Contractor will participate in teleconferences, as needed;

- The Contractor will attend meetings at Department of Fisheries and Oceans sites,;
- The Contractor shall maintain all documentation in a secure area;
- The Contractor shall complete the requirements of this Contract outside of federally owned or leased property;
- The Contractor shall be aware of and accept appropriate provincial and federal health and safety regulations;
- The Contractor is prohibited from entering into sub-contracts without prior permission from the Project Authority; and,
- The Contractor will comply with all applicable workers' compensation legislation.

Location of Work, Work site and Delivery Point

Fisheries and Oceans Canada shall provide one fully functional CANSARP development workstation to the contractor as part of this contract. This workstation shall be returned to Fisheries and Oceans Canada upon completion of the contract on or prior to September 30, 2017.

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

Language of Work

The work shall be conducted in English. All deliverables and reports shall be provided in English. The Canadian Coast Guard will be responsible for any translation of reports and documents.

Terms of Payment

Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the certificate of the Project Authority that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.

The contractor shall not adopt any change or changes in the design or in the specifications or in the work that would cause an increase in the cost of the work, until the contractor receives written authorization of the Project Authority (under design change procedure or otherwise). Costs incurred without such authorization shall not be reimbursed by Canada.

Special Requirements

Publication

Contractors are encouraged to publicize their research; however, all publication must be coordinated with the Project Authority. Written permission and authorization must be obtained from Fisheries and Oceans Canada/Canadian Coast Guard prior to publication.

Meetings

Project review meetings will be held through a combination of teleconferences, meetings at Coast Guard offices in Sydney or Ottawa. Project review meetings will occur as specified in this statement of work, and as deemed necessary by the Project Authority or by request of the contractor. The contractor is requested to prepare, and submit for mutual approval, at least 10 days prior, the minutes of each meeting. It is anticipated that there will be 3 or 4 occasions where travel to meetings will be required, such travel should be budgeted for within the funds provided within this contract.

Security Requirements

There are no security requirements under this contract. The contractor will not be working from any Department of Fisheries and Oceans facility. Should the contractor be required to be on DFO property; he/she will be escorted by DFO Personnel at all times.

The Contractor, at all times during the performance of the Contract, must not access protected and/or classified information or assets.

The Contractor personnel may not enter nor perform work on sites where protected or classified information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

The Contractor must not remove any protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are not be awarded without the prior written permission of the DFO or CISD/PWGSC.

The Contractor must comply with the provisions of the:

- c) Security Requirements Check List and security guide (if applicable)
- d) Industrial Security Manual (latest edition).

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 contract nor any related contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil 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.

Travel and Living

Although most meetings will be held via teleconference or videoconference, it is expected that travel will be part of this contract in order to attend face to face meetings. It is anticipated that there will be 3 or 4 occasions where travel to meetings will be required. Such travel should be budgeted for within the funds provided with this contract.

Expected Start and Completion Dates

The services of the Contractor will be required for a period of date of Contract Award to October 15, 2017.

Applicable Documents and Glossary

Applicable Documents

- CANSARP User Manual (Brief Guide to CANSARP)

Relevant Terms, Acronyms and Glossaries

ASPT – Automated Search Planning Tool

CAMSAR – Canadian Aeronautical and Maritime Search and Rescue Manual. This is Volume IV (Canadian Supplement) to IAMSAR

CANSARP (Canadian Search and Rescue Program) – Search and Rescue Planning system used by the Canadian Coast Guard for the planning and execution of maritime SAR cases.

CCG – Canadian Coast Guard

DFO – Department of Fisheries and Oceans

GPL - GNU General Public License

GTK+ - a widget toolkit for creating graphical user interfaces (originated as the GIMP Tool Kit)

IAMSAR (International Aeronautical and Maritime Search and Rescue Manual) – Jointly published by IMO and ICAO. Manual provides standardized guidelines/approach for

providing Search and Rescue Services
ICAO – International Civil Aviation Organization
IDE – Integrated Development Environment
IMO – International Maritime Organization
ITS – Integrated Technical Services Directorate of Canadian Coast Guard
JRCC – Joint Rescue Coordination Centre
NIF – (SAR) New Initiatives Fund administered by NSS
NSS - National SAR Secretariat
OpenIndiana – An open source Solaris derived Unix operating system
PMD- Preliminary Methodology Design document
POD – Probability of Detection – This is the probability of detecting a search object within the area you are searching.
POS – Probability of success – This is the probability of successfully finding a search object. Takes into account POD and POC.
POC – Probability of Containment – This is the probability that the search object is in the area that you are searching.
RS – Requirements Specification
SAR – Search and Rescue
SAROPS (Search and Rescue Optimal Planning System) – Search and Rescue Planning system used by the United States Coast Guard for the planning and execution of maritime SAR cases.
SARPLAN (Search and Rescue Planning system) - a geographic decision support system designed to assist the Canadian Forces in the optimal planning of search missions for missing aircraft.
SMC – SAR Mission Coordinator
Solaris – Unix operating system developed by Sun Microsystems, now part of Oracle

**APPENDIX "C-1"
CERTIFICATIONS**

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature

Date

2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award, or within the time specified in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

Signature

Date

3. STATUS OF PERSONNEL:

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal evaluation, the Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

Signature

Date

4. **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for:

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:

- (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- vi) the Bidder discloses that (check one of the following, as applicable):
- (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

APPENDIX "D"
EVALUATION CRITERIA

Evaluation Criteria & Selection Methodology

Acceptance of Request For Proposal Terms and Conditions

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

Evaluation of Proposals

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

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

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

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2004; the total months of experience for these two project references are seven (7) months.

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

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

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly

demonstrated evidence. As stated in the paragraphs above, any supporting documentation and/or résumés will be accepted as such evidence.

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

1. MANDATORY REQUIREMENTS:

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

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

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

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

	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>M1. Proposed Project Leader must have experience in the development and implementation of a proven* advanced Search and Rescue Resource Optimization Methodology and Solution.</p> <p>The Bidder must have experience in the development and design of a proven Search and Rescue Resource Planning Methods for Public Sector clients. Specifically, the Project Leader contracted resource must have experience in the design, development documenting of a proven* methodology for SAR, including the development of manuals.</p> <p>*Proven is defined as being in use or having been in use in</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Mandatory Criteria</p>

	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>Search and Rescue operations.</p> <p>The Bidder must provide one (1) or more project summaries describing, in detail, the current/previous experience in development and design of Search and Rescue Resource Planning Methods for Public Sector clients.</p>		
<p>M2. Experience of the Bidder's additional Resource(s)* in the development and implementation of an advanced Search and Rescue Resource Optimization and Theory.</p> <p>The Bidder must provide a summary up to 2 pages that provides the name of the supporting resource and describes, in detail, the experience that each resource has accumulated in the study or research-and-development of advanced Resource Optimization and Theory.</p> <p>*Additional Resources is defined as those proposed to support the Project Leader for this project.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M3. Education: Proposed Project Leader must have experience developing and designing an advanced Search and Rescue Resource Optimization and Theory.</p> <p>The Project Leader proposed by the Bidder must have a degree from a recognized college or university relevant to the field of operations research, decision analysis or related discipline.</p> <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for the Project Leader resource named in their bid; c.v.'s must include detailed listing of the experience and, educational and professional designation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M4. Education: All other resources' experience developing and designing an advanced Resource Optimization and Theory.</p> <p>All of the other resources proposed by the Bidder must have a degree from a recognized college or university in the field of operations research, decision analysis or related discipline.</p> <p>Bidders must include within their proposal a detailed curriculum vitae (c.v.) for all other resources named in their bid; c.v.'s must include a detailed listing of the educational and professional designation attainments, as well as all other</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	Compliant (Yes/No)	Reference to Bidder's Proposal
academic credentials for each proposed resource.		
<p>M5. Proposed Approach, Methodology and Schedule</p> <p>The Bidder must provide in their Technical Proposal an Approach, Methodology and Schedule detailing how they will contribute to the Objectives, Tasks, Deliverables and Milestones identified in the SOW and includes:</p> <p>a) the General Approach which will be undertaken for the work;</p> <p>b) the Methodology that is proposed for the work and if it has been previously implemented in whole or in part by the Bidder;</p> <p>c) the Work Plan and Project Schedule cross-referenced against the tasks in the SOW; and,</p> <p>d) the Performance and Quality Assurance approach that will be undertaken.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

2. RATED REQUIREMENTS:

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

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

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

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

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;

- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the start and end dates of the work).

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>R1. Expertise in Resource Optimization, including SAR Resource Optimization.</p> <p>The proposed Project Leader should have experience in the development and design of Search and Rescue Resource Planning Methods for Public Sector clients. Specifically, the Bidder should have experience in the development and methodology for Search and Rescue, including the development of manuals, development of different search patterns and implementation methods.</p> <p><i>10 point for every year of such experience for a maximum of five (50) points</i></p>	50	
<p>R2. Project Leader's experience with one or more advanced Resource Optimization Methodologies.</p> <p>The Project Leader, proposed by the Bidder should have additional experience in the last ten (10) years with one or more advanced Resource Optimization Methodologies to demonstrate that skills are kept current.</p> <p><i>10 points for every additional year of such experience for a maximum of five (50) points</i></p>	50	
<p>R3. The Project Leader experience with numerical analysis and/or computer simulation, including experience in the Monte Carlo method or other computational algorithms.</p> <p>The resource proposed as the Project Leader should have experience with numerical analysis or computer simulation including experience in the Monte Carlo method or similar computational algorithm(s) in the last ten (10) years.</p> <p>To prove experience in numerical analysis and computer simulation including experience in the Monte Carlo method or other computational algorithms, please provide copies of published papers, articles, thesis or academic experience for</p>	50	

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>each year of experience.</p> <p><i>5 points for every year of such experience for a maximum of fifty (50) points, as follows.</i></p> <p><i>Experience with computer simulation or numerical analysis – 25 points</i></p> <p><i>Monte Carlo or other computational methods – 25 points</i></p>		
Minimum Score	105	
Total Score Available	150	

3. SELECTION METHOD

1. Basis of Selection
<p>The Method of Selection to issue the resulting Contract is Proposal - Best Overall Value</p> <p>The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.</p> <p>Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the lowest total price will be recommended for award of a TA Contract.</p> <p><i>For each proposal:</i></p> <p>Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 30.</p> <p>TECHNICAL SCORE = $\frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 70$</p> <p>Calculation of Financial Score: the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's Total Estimated Cost) and prorating all other responsive proposal financial scores accordingly.</p> <p>The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 30 points, as follows:</p> <p>FINANCIAL SCORE = $\frac{\text{Lowest TOTAL ESTIMATED COST (\\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\\$)}} \times 30$</p>

Bidder's TOTAL ESTIMATED COST (\$)

CALCULATION OF TOTAL SCORE:

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

The Number of Contracts to be awarded is One.

Best Overall Value Determination

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

Table 1:

	Bidder 1	Bidder 2	Bidder 3
Rated Criteria Points	8	9	10
Per Diem Rate	\$600.00	\$700.00	\$800.00
Calculation			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$8/10 \times 70\% = 56$	$600^{**}/600 \times 30\% = 30$	$56 + 30 = 86$
Bidder 2	$9/10 \times 70\% = 63$	$600^{**}/700 \times 30\% = 26$	$63 + 26 = 89$
Bidder 3	$10^*/10 \times 70\% = 70$	$600^{**}/800 \times 30\% = 23$	$60 + 23 = 93$
* Represents the highest technical score			
** Represents the lowest priced proposal			
Assumption: The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated accordingly.			
The winner is the Bidder scoring the highest total points established by adding the technical and rated price points.			
Based on the above calculation, a contract would be awarded to Bidder 3.			

APPENDIX "E"

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

- 10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of one hundred and twenty (120) days following the Tender Closing Time.
- 10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the one hundred and twenty (120) day period for acceptance of tenders for a further one hundred and twenty (120) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

- 11.1. Incomplete or conditional tenders will be rejected.
- 11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.
- 11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

APPENDIX "I"

OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Crown to Own Intellectual Property Rights

I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. Waiver of Moral Rights

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- I 10.1.2 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.3 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- I 10.1.4 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- I 10.1.5 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- I 10.1.6 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the

foregoing;

I 10.1.7 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

I 10.2 *Disclosure of Foreground Information*

I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

I 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

I 10.3 *Canada to Own Intellectual Property Rights in Foreground Information*

I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

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

or

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

I 10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in

paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

I 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

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

I 10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (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 the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

- I 10.4.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection GC10.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- I 10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- I 10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1 and I 10.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- I 10.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1 and I 10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

I 10.5 *Right to License*

I 10.5.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

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

I 10.6.1 Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

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

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

I 10.7 *Waiver of Moral Rights*

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

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

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

The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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Request for Proposal Number FP802-150046

**DEVELOPING SEARCH OPTIMIZATION METHODOLOGIES FOR CANADIAN
COAST GUARD MARITIME SEARCH AND RESCUE**

Due Date: September 15th, 2015 14:00 hours (Eastern Daylight Time)

BID/PROPOSAL

**Tender Reception,
9th floor west, 9W087
200 Kent Street
Ottawa, Ontario
K1A 0E6**

**ATTENTION:
Nancy L. Stanford
Senior Contracting Officer
NCR Materials Management Branch,
Fisheries and Oceans Canada**