

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

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

Email - courriel: <u>DFOtenders-soumissionsMPO@dfompo.gc.ca</u>

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Title – Sujet	
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Comprehensive Legal Review of the Canadian Legislative and Regulatory Aquaculture Framework Date

January 14, 2016

Solicitation No. - Nº de l'invitation

F5211-150525

Client Reference No. - No. De Référence du Client

FP996-150016

Solicitation Closes - L'invitation prend fin

At /à: 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de

l'Atlantique)

Destination

On / le: January 21, 2016

F.O.B. – F.A.B GST – TPS

GST – TPS
See herein — Voir ci-inclus

Duty – Droits
See herein — Voir
ci-inclus

Destination of Goods and Services – Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Emmanuelle Porter A/Senior Contracting Officer

Fisheries and Oceans Canada

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required – Livraison exigée

See herein — Voir ci-inclus

Delivery Offered – Livraison proposée

Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. - No. de téléphone

Facsimile No. - No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date



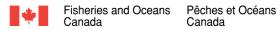
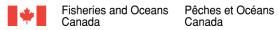
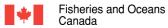


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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete section 01 in its entirety.

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

Delete section 02 in its entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **TEN (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

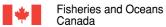
Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

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

2.5 Basis for Canada's Ownership of Intellectual Property

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

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software; and
- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) hard copy OR one (1) soft copy in PDF format)

Section II: Financial Bid (one (1) hard copy OR one (1) soft copy in PDF format)

Section III: Certifications (one (1) hard copy OR one (1) soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

Section I: Technical Bid

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

Section II: Financial Bid

The maximum funding available for the Contract resulting from the bid solicitation is \$68,000.00 Canadian (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Attachment 1 to Part 4 for further details.

4.1.1.2 Point Rated Technical Criteria

Please see Attachment 1 to Part 4 for further details.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection - Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria;
 - (c) obtain the required minimum of **20** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **40** points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

ATTACHEMENT 1 TO PART 4 – EVALUATION CRITERIA

Proposals will be evaluated in accordance with the evaluation criteria below. Contractors are advised to address each requirement in sufficient depth to permit a complete analysis and assessment by the evaluation team.

Proposals failing to adequately respond to the **mandatory requirements** will be excluded from further consideration. Only proposals found to meet the mandatory requirements will be evaluated in accordance with the **point rated technical requirements**.

Proposals must demonstrate that the Contractor possess the required qualifications by providing a detailed résumé/CV stating his/her education, work experience, and other relevant details that clearly indicates he/she meets or exceeds all mandatory and technical requirements.

Failure to satisfy all mandatory requirements and/or score less than the required minimum under the technical requirement will result in the bid being assessed as non-responsive.

Mandatory Requirement The bidder must clearly indicate the dates, projects, directorates and a brief description for each. Years of experience is calculated based on cumulative years and need not be consecutive. Mandatory Criteria Criterion Met Cross-Reference

Mandatory Criteria		Criterion Met	Cross-Reference
		(Yes or No) [DFO USE ONLY]	(from Bid and/or CV) [COMPLETED BY BIDDER]
M1	The Bidder <u>must</u> provide comprehensive résumé/curriculum vitae for the proposed resource(s).		
M2	The Bidder <u>must</u> provide proof that the proposed resource(s) provide possess a degree from a recognized law university. Background in aquaculture, biology, fisheries or natural resources analysis would be advantageous. *proof is to demonstrated by providing a copy of the degree		
М3	The Bidder's proposed resource must have a minimum of five (5) years of experience in legal review or legislative/regulatory research analysis.		
M4	The Bidder must have completed two projects in the field of the federal and provincial legislative and regulatory systems in Canada.		



Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Rated Criterion 1: Experience

The bidder must clearly indicate the dates, projects, directorates and a brief description for each. Years of experience is calculated based on cumulative years and need not be consecutive.

*A project is any work or undertaking that has specific objectives, deliverables and timelines for completion.

Rated Criterion		Max Points	Point Breakdown Structure	Cross Reference to Proposal [COMPLETED BY BIDDER]
R1.1	The Bidder should have experience in undertaking contract projects*. *project is defined as any work or undertaking that has specific objectives, deliverables and timelines for completion	5	3 projects = 1 point 4 projects = 3 points 5 + projects = 5 points	
R1.2	The Bidder's should have a minimum of five (5) years experience in conducting legal review or legislative/regulatory research and analysis.	10	0 to < 5 cumulative year = 0 points 5 to < 7 cumulative years = 5 points 7 to < 9 cumulative years = 7 points 9+ cumulative years = 10 points	
R1.3	The bidder has at least five (5) years experience engaging with federal and provincial legislative and regulatory systems in Canada.	10	0 to < 5 cumulative year = 0 points 5 to < 7 cumulative years = 5 points 7 to < 9 cumulative years = 7 points 9+ cumulative years = 10 points	
_	htal Evaluated Score for R1 Minimum score: 11 points)	25		

Rated Criterion 2: Knowledge and Understanding

For each of the following criterion:

0 points: Unsatisfactory: No details provided. No approach and/or methodology and/or understanding was proposed.

1 point: Incomplete or limited explanation of how it will meet this requirement. The approach and/or methodology and/or understanding lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with the objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.

2 points: Poor explanation of how it will meet this requirement. The approach and/or methodology and/or understanding has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.

3 points: Acceptable and adequate explanation of how it will meet this requirement. The approach and/or methodology and/or understanding is structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements.

4 points: Good explanation of how it will meet this requirement. The approach and/or methodology and/or understanding structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The bidder demonstrates the capability to adequately meet all elements of the requirement.

5 points: Excellent and in-depth and specific explanation on how it will meet this requirement. The approach and/or methodology and/or understanding is structured, coherent, and all necessary details are provided. No deficiencies exist. The bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The bidder demonstrates the capability to fully meet all elements of the requirement.

Criterion		Max Points	Point Breakdown Structure	Cross Reference to Proposal [COMPLETED BY BIDDER]
R2.1	The bidder should clearly describe the proposed approach and methodology to meet the requirements.	5	No information: = 0 points Incomplete or limited explanation: = 1 point Poor explanation: = 2 points Acceptable explanation = 3 points Good explanation: = 4 points Excellent/Comprehensive explanation: = 5 points	



R2.2	Bid contains sufficient detail to demonstrate how the bidder intends to undertake the work.	5	No information: = 0 points Incomplete or limited explanation: = 1 point Poor explanation: = 2 points Acceptable explanation = 3 points Good explanation: = 4 points Excellent/Comprehensive explanation: = 5 points No information:	
R2.3	Bid demonstrates knowledge of regulatory systems in Canada for aquaculture sector.	5	= 0 points Incomplete or limited explanation: = 1 point Poor explanation: = 2 points Acceptable explanation = 3 points Good explanation: = 4 points Excellent/Comprehensive explanation: = 5 points	
To	otal Evaluated Score for R2 (Minimum score: 9 points)	15	·	
	TOTAL FOR BID (R1 + R2) (Minimum score: 20 points)	40		

PART 5 - CERTIFICATIONS

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

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

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

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

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

5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

	of his/her availability.	The marriada, of the permission given to the blader and		
	Signature	 Date		
5.1.2.2	Education and Experience			
O.11.2.12	The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be tru and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.			
	Signature	 Date		

5.1.2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act (PSSA)</u>, R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA.

It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes() No()

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

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

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

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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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



request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

	For all fees that	I contracts awarded during the lump sum payment period, that may be paid to a FPS who received a lump sum payment able Taxes.	
	Signatu	ture Date	
5.1.2.4	Contra	actor's Representative	
	The Co	contractor's Representative for the Contract is:	
	Name:	:	
	Title:		
	Addres	ss:	
	Teleph	hone:	
	Facsim	mile:	
	E-mail:	l:	
5.1.2.5	Supple	lementary Contractor Information	
	departr	ant to paragraph 221 (1)(d) of the Income Tax Act tments and agencies under applicable services contracting a mix of goods and services) must be reported on a T4	ts (including contracts
	the Co	able the Department of Fisheries and Oceans to comply ontractor hereby agrees to provide the following information of the complete, and fully discloses the identification of this Complete.	n which it certifies to be
	a)	The legal name of the entity or individual, as applicable with the Social Insurance Number (SIN) or Business Number address and the postal code:	
	b)	The status of the contractor (individual, unincorporated or partnership:	Usiness, corporation
	c)	For individuals and unincorporated businesses, the contrapplicable, the BN, or if applicable, the Goods and Servi (GST)/Harmonized Sales Tax (HST) number:	
	d)	For corporations, the BN, or if this is not available, the	e GST/HST number. If

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	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 complete"	have examined the information provided above and that it is correct and
	Signature
	Print Name of Signatory

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

<u>2010B</u> (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

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

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.5 Authorities

6.5.1 Contracting Authority

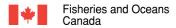
The Contracting Authority for the Contract is:

Name: Emmanuelle Porter

Title: A/Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

Address: 301 Bishop Drive

Fredericton, NB E3C 2M6



Telephone: 506-452-3518 Facsimile: 506-452-3736

E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.

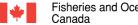
6.5.2	Project Authority (to be inserted at contract award)
	The Project Authority for the Contract is:
	Name:
	Title:
	Organization:
	Address:
	Telephone :
	Facsimile:
	E-mail address:
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative (to be inserted at contract award)
	Name:
	Title:
	Organization:
	Address:
	Telephone :
	Facsimile:
	E-mail address:
Drose	tive Disclosure of Contracts with Former Public Servants

6.6

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

6.7 **Payment**

6.7.1 **Basis of Payment**



The Contractor will be paid firm price as detailed in Annex B – Basis of Payment, for work performed in accordance with the Contract for an amount not to exceed \$ to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

- 6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 **Limitation of Price**

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

6.7.3 Method of Payment - Milestone Payments

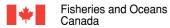
Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing have been signed by the respective authorized representatives:
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.4 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverable	Due Date	Percentage Payment	Total Firm Price (in CDN)
1 Work Plan		Eight (8) calendar days or less from the date of signing the contract	10%	
2	Progress Report	Twenty-five (25) calendar days or less from the date of receiving the work plan	20%	\$
3	Draft Final Report	Twenty-five (25) calendar days or less after receiving comments from DFO on the near-final progress report	20%	



4	Final Report	Two (2) calendar days or less after receiving comments from DFO on the draft final report	50%	
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6.8 Accounts and Audit

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

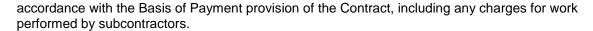
6.9 No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in



- (c) The Contractor must provide the original of each invoice to the Project Authority.
- (d) The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

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

6.11 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

6.12 Certifications

6.12.1 Compliance

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

6.13 Applicable Laws

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

6.14 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions <u>2010B</u> (2015-09-03) General Conditions Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex I, Ownership of Intellectual and Other Property Including Copyright
- g) the Contractor's bid dated _____ (insert date of bid)

6.15 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

6.15 [APPLIES IF REQUIRED] Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

6.16 Basis for Canada's Ownership of Intellectual Property

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

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software; and
- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

6.17 Translation of Documentation

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

6.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.19 Procurement Ombudsman

- 6.19.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.19.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opoboa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.19.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

6.20 Insurance

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

6.21 SACC Manual Clauses

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations SACC Manual clause B6802C (2007-11-30) Government Property

ANNEX "A" STATEMENT OF WORK

1.0 SCOPE

1.1 Title

Comprehensive Legal Review of the Canadian Legislative and Regulatory Aquaculture Framework¹

1.2 Objective

Fisheries and Oceans Canada (DFO) is currently in the process of implementing the Aquaculture Activities Regulations, and is also developing a number of regulatory amendments to improve environmental management of the aquaculture sector. In order to solidify the commitment and direction of the Government of Canada for sustainable growth of the sector and build a coherent and adaptable federal legal framework, DFO wishes to engage the services of a Legal or Paralegal Contractor to conduct an analysis of the Canadian aquaculture legislative framework. The analysis will include a mapping exercise of the Canadian legal aquaculture framework and highlight the connections between the various acts and regulations, including how they interrelate with one another.

1.3 Background

Aquaculture is a shared jurisdiction between the Federal and Provincial Governments. The question of a reform of the Canadian aquaculture legislative framework has been raised in a variety of documents and reports over the last 20 years. DFO is the federal lead agency in ensuring that aquaculture is managed sustainably under the *Fisheries Act* and its relevant regulations.

Apart from DFO, nine federal organizations are involved in regulatory roles for aquaculture, involving ten different pieces of legislation. Moreover, rapid development of the sector over the past 30 years resulted in a variety of provincial legislations and regulations.

As of today, the Canadian aquaculture regime can be summarized in three different approaches based on history and court cases. In British Columbia, DFO issues aquaculture licences and the province issues leases for sea bed use. In Prince Edward Island, DFO issues leases with provincial and industry involvement, which covers sea bed use. In the rest of Canada, provinces issue aquaculture licences and leases, but DFO provides advice to the provinces under section 35 of the Fisheries Act and the Species at Risk Act at their request.

2.0 REQUIREMENT

2.1 Scope of Work

DFO is requesting that the Contractor conduct an analysis of the Canadian legislative and regulatory aquaculture framework, and identify areas of regulatory hurdles that prevent sustainable aquaculture development.

The Contractor will provide DFO with a breakdown analysis of the Canadian legislative and regulatory structure that is in place for the overall management of aquaculture at the relevant federal and provincial levels.

http://www.parl.gc.ca/Content/SEN/Committee/412/pofo/rep/rep12jul15-e.htm

In undertaking this contract:

- 1. The Contractor must engage with the Project Management Authority at DFO to produce an outline and proposed methodology for the analysis;
- 2. The Contractor must interview designated authorities at the Federal, Provincial and Territorial levels of governments in Canada, as appropriate;
- 3. The Contractor must review legislative and regulatory information from sources such as legislations, regulations, policies, administrative and guidance documents, and other relevant information; and,
- 4. The Contractor must analyze and synthesize the information and present the result in a format acceptable to the Project Management Authority at DFO.

2.2 Deliverables and Expectations

The primary deliverable is a comprehensive report that includes a thorough analysis of documents reviewed, interviews conducted, and the findings regarding the Canadian legislative and regulatory structure that is in place for the overall management of aquaculture.

The report is expected to be detailed and comprehensive in describing existing statutes, regulations, policies and programs in place for aquaculture management. It must also describe the effectiveness of the existing regulatory tools in achieving management objectives and outcomes.

The report is also expected to describe the extent of involvement of federal, provincial/territorial and municipal governments, as well as the aquaculture industry, environmental non-governmental organizations, aboriginal communities and interested stakeholder in regulatory advisory processes and decision making on aquaculture.

The contract must be completed over a 2 month period or less in the 2015/16 fiscal year.

The Contractor must prepare and submit the following deliverables to the Project Management Authority at DFO in accordance with the specified timelines:

	Deliverable	Timeline*
1	A detailed work plan that confirms the objectives, scope, methodology, deliverables and timelines, which would reflect initial discussions with DFO.	Eight (8) calendar days from the date of signing the contract
2	A mid-term progress report that would reflect the work completed to date, including preliminary analysis. DFO will review the mid-term progress report and provide feedback to ensure project expectations are met.	Twenty-five (25) calendar days from the date of receiving the work plan
3	A draft final report for review by DFO.	Twenty-five (25) calendar days after receiving comments from DFO on the near-final progress report
4	An approved final report that incorporates all review comments.	Two (2) calendar days after receiving comments from DFO on the draft final report

^{*}Important Note: The contract must be completed by March 31, 2016.

2.3 Acceptance Criteria

The deliverables will be reviewed by the Project Management Authority at DFO and will be deemed acceptable upon confirmation of all required elements under sections 2.1 and 2.2 above.

2.4 Reporting Requirements

The detailed work plan and all reports must be prepared in English language using Microsoft Word 2010 (.docx) and submitted to the Project Management Authority at DFO as an email attachment.

In addition to the detailed work plan, the Contractor must prepare and submit a total of three series of reports in accordance with timelines under the contract, including: mid-term progress report, draft final report, and approved final report.

The Contractor must submit two (2) versions of the approved final report. These include an electronic version in Microsoft Word 2010 (.docx) format, and two (2) printed and bounded hard copies.

2.5 Project Management Control Procedures

The contract will be overseen by DFO Aquaculture Management Directorate in Ottawa, Ontario. The Contractor must consult regularly with DFO Aquaculture Management Directorate to provide updates and discuss any issues that may arise.

2.6 Change Management Procedures

Any changes to the work will be dealt with on a case by case basis. The Project Authority will notify the Contractor of any changes and the contract will be amended accordingly by a formal contract amendment issued by the Contracting Authority.

2.7 Ownership of Intellectual Property

The Crown will own the intellectual property. – DFO has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

3.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

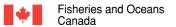
3.1 Constraints

3.1.1 Travel and Living

No travel plans and arrangements are planned under the contract.

3.1.2 Language of Work

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



3.2 Location of Work

The work must be performed at the Contractor's premises using her/his office facilities and resources, including computer, internet, software, and bibliographic databases. Any travel plans and arrangements under the contract must be pre-approved by DFO and in compliance with the Treasury Board of Canada Secretariat's *Directives on Travel, Hospitality, Conference and Event Expenditures*.

3.3 Support Provided by Canada

DFO will arrange for the Contractor to have access to relevant government legislative and regulatory information for aquaculture.

3.4 Contractor Qualifications

The Contractor's resource must:

- have a degree from a recognized university in a field related to law. Experience in fisheries/natural resources policy or law would be an asset;
- have significant experience in legal review or legislative/regulatory research and analysis;
- have experience in managing or executing contract projects;
- have a good knowledge of federal and provincial legislative and regulatory systems in Canada; and,
- have significant experience engaging with federal and provincial legislative and regulatory systems in Canada.

ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

A-**Contract Period (From Contract Award to March 31 2016)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

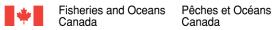
	Milestone	Resource Name	Due Date	Percentage Payment	Total Firm Price (in CDN)
1	Work Plan		Eight (8) calendar days from the date of signing the contract	10%	
2	Progress Report		Twenty-five (25) calendar days from the date of receiving the work plan	20%	
3	Draft Final Report		Twenty-five (25) calendar days after receiving comments from DFO on the near-final progress report	20%	\$
4	Final Report		Two (2) calendar days after receiving comments from DFO on the draft final report	50%	
				Subtotal	\$
			Taxes	s:%HST %GST	\$

Milestone 1 - Work Plan

The contractor will be paid 10	0% of the total contac	t price for	completion an	nd acceptance	of Milestone 1
Total Estimated Cost of Profe	essional Fees for Mile	estone 1		\$	

Milestone 2 – Progress Report

The contractor will be paid 20% of the total contact price for completion and ac	ceptance of Milestone 2
Total Estimated Cost of Professional Fees for Milestone 2	\$
Milestone 3 – Draft Final Report	
The contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the total contact price for completion and account of the contractor will be paid 20% of the contact price for completion and account of the contractor will be paid 20% of the contractor will be pai	ceptance of Milestone 3
Total Estimated Cost of Professional Fees for Milestone	\$
Milestone 4 – Final Report	
The contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the total contact price for completion and account of the contractor will be paid 50% of the contact price for completion and account of the contractor will be paid 50% of the contractor will be pai	ceptance of Milestone 4
Total Estimated Cost of Professional Fees for Milestone 4	\$



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement of Canada du Canada		Contract Number / Numéro du contrat							
		Security Classification / Classification of	e sécurité						
	SECURITY REQUIREMENTS CH								
	ÉRIFICATION DES EXIGENCES REL ARTIE A - INFORMATION CONTRACTUEL								
Originating Government Department or Ministère ou organisme gouvernements Department of Fisheries, Oceans	Organization I d'origine	Branch or Directorate / Direction g Aquaculture Management Direct							
3. a) Subcontract Number / Numéro du co	ntrat de sous-traitance 3. b) Name and A	Address of Subcontractor / Nom et adresse de	u sous-traitant						
4. Brief Description of Work - Brève descrip									
AMD requires a contract to complete a	a comprehensive legal review of the Ca	nadian legislative and regulatory aquac.	ilture framework						
a) Will the supplier require access to Co Le fournisseur aura-1-il accès à des n	introlled Goods? narchandises contrôlées?		V Non						
b) Will the supplier require access to un Regulations?	classified military technical data subject to the onnées techniques militaires non classifiées		No Yes						
6. Indicate the type of access required - Inc									
Le fournisseur ainsi que les employés (Specify the level of access using the	quire access to PROTECTED and/or CLASS autront-its accès à des renseignements ou a chart in Question 7. c) Il le tableau qui se trouve à la question 7. c)	SIFIED information or assets? d des biens PROTÉGÉS et/ou CLASSIFIÉS?	No Yes						
 b) Will the supplier and its employees (e No access to PROTECTED and/or CI 	g. cleaners, maintenance personnet) require. ASSIFIED information or assets is permittee, nettoyeurs, personnet d'entretien) auront-lis es biens PROTEGES et/ou CLASSIFIES n'e	access to restricted access areas? 1. accès à des zones d'accès restreintes? st pas autorisé.	V No						
5. c) is this a commercial courier or deliver			No Yes						
7. a) Indicate the type of information that the	e supplier will be required to access / Indiqui	er le llype d'information auquel le fournisseur	devra avoir accès						
Canada	NATO/CTAN	Foreign / Étranger							
b) Release restrictions / Restrictions rela No release restrictions		No. of the second second							
Aucune restriction relative]	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion							
Not releasable À ne pas diffuser		1							
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :							
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s)	pays : Specify country(les); / Précid	per le(s) pays :						
7. c) Level of information / Niveau d'informa	ation								
PROTECTED A PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTEGÉ A							
PROTECTED B PROTEGE B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTEGE B							
PROTECTED C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTEGÉ C							
CONFIDENTIAL CONFIDENTIAL	NATO SECRET	CONFIDENTIAL							
SECRET	COSMIC TOP SECRET	SECRET SECRET							
TOP SECRET TRES SECRET		TOP SECRET TRES SECRET							
OP SECRET (SIGINT) RES SECRET (SIGINT)		TOP SECRET (SIGINT) TRES SECRET (SIGINT)							
,									
TBS/SCT 350-103 (2004/12)	Security Classification / Class	sification de sécurité	Canada'						



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tal	н		

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité

PART A (continued,) PARTIE A (suite)	NAME OF TAXABLE PARTY.		THE PARTY NAMED IN
8. Will the supplier require access to PROT	eignements ou à des biens COMSE	SEC information of assets? C designes PROTEGÉS et/ou CLASSIFIÉS?	No Yes
Will the supplier require access to extrem Le fournisseur aura-t-il accès à des rense	nety sensitive INFOSEC information	or assets: EC de nature extrêmement délicate?	No Yes
Short Title(s) of material / Titre(s) abrégé			
Document Number / Numéro du docume	nt :		
PART B PERSONNEL (SUPPLIER) / PAS	RTIE B - PERSONNEL (FOURN SS	SEURI	Contract No.
10. a) Personnel security screening level rec			TOP SECRET
COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TRÉS SECRET
TOP SECRET - SIGINT TRÉS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTO			6.
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveaux	ng are identified, a Security Classifi de contrôle de sécurité sont requis,	cation Guide must be provided. un guide de classification de la sécurité doit êtr	e fourni.
 b) May unscreened personnel be used for Du personnel sans autorisation sécuri 	or portions of the work?	ies du travall?	No Yes
If Yes, will unscreamed personnel be o	escorted:		□ No □ Yes
Dans l'affirmative, le personnel en que	estion sera-1-il escorté?		☐ Non ☑ Oui
PART C - SAFEGUARDS (SUPPLIER) / PA	ARTIE C MESURES DE PROTEC	TION (FOURNISSEUR)	DE THE PERSON NAMED IN
INFORMATION / ASSETS / RENSEIGNE	MIENTS / BIENS		
premises?		LASSIFIED information or assets on its site or assignements ou des biens PROTÉGÉS et/ou	No Yes
 b) Will the supplier be required to safegu Le tournisseur sera-t-il tenu de protég 	ard COMSEC information or assets er des renseignements ou des bier	s? ns COMSEC?	No Non Yes
PRODUCTION			
equipment occur at the supplier's site	or premises?	ROTECTED and/or CLASSIFIED material or n et/ou réparation et/ou modification) de matéria	No Yes
INFORMATION TECHNOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its CLASSIFIED information or data? Le fournisseur sera-t-it fenu d'utiliser : des renacignements ou des données	ses propres systèmes informatique:	ss, produce or store PROTECTED and/or s pour traiter, produire ou stocker électroniquen	No Yes Non Oui
11. e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique gouvernementale?	on the supplier's IT systems and the entre le système informatique du fo	e government department or agency? sumisseur et celui du ministère ou de l'agence	No Ses
	Security Classifica	ation / Classification de sécurité	Canadä



Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité

dans le tableau récap	ateur	rs qui	remp	e (via the inte plissent le for	rmulaire (en ligne ((par Internet	utomatically p t), les réponse EAU RÉCAP	es aux q	questions p	respo	onses identi	s to po es so	revious quest nt automatiqu	ions. Jement s	aisies
Calegory Catégorie	PROTECTED CLASSIFIED PROTEGÉ CLASSIFIÉ			NATO			COMSEC									
	A	В	С	Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC		rotecti Protég		Confidential	Secret	Top Secret
	14			Confidencel		Trés Secret	NATO Diffusion Restreinte	NATO Confidence		Secret COSMIC Très Secret	A	В	С	Confidential		Trés Secret
nformation / Assets tenseignements / Biens																
roduction																
Media upport TI																
Link en électronique																
a) is the description of La description du 1 if Yes, classify the Dans l'affirmative b) Will the document La documentation if Yes, classify this	ravai is for i, clas attac asso	i visë rm by ssifie hed to ciée á	par l y ann er le p to this è la p	la présente L notating the présent form a SRCL be Pronésente LVE	VERS es top and inulaire en ROTECT RS sera-	t-elle de bottom i n indiqu ED and/ I-elle PR	in the area of antile nives for CLASSIF	ortégé et/ou entitled "Sec su de sécurit IED? t/ou CLASSIF	CLASSI curity CI té dans	lassificati la case in	titul	ėe.		V	No E	Yes Out

ANNEX A

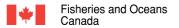
SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
- The Contractor/Offeror 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/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex
 - b. Industrial Security Manual (Latest Edition).

ANNEXE A

EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN:

- L'entrepreneur ou l'offrant, à tout moment pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, NE DOIT PAS avoir accès à l'information ou les biens PROTÉGÉS et / ou CLASSIFIÉS.
- 2. Les membres du personnel de l'entrepreneur ou de l'offrant PEUVENT PAS ENTRER NI EFFECTUER DES TRAVAUX DANS des établissements de travail dont l'accès est réglementé et l'information ou des biens protégés ou classifiés sont conservés, sans une escorte fournie par le ministère ou l'organisme pour lequel les travaux sont exécutés.
- L'entrepreneur ou l'offrant NE DOIT PAS emporter de renseignements ou de biens PROTÉGÉS hors des établissements de travail visés; et l'entrepreneur ou l'offrant doit s'assurer que son personnel est au courant de cette restriction et qu'il la respecte.
- Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable du MPO ou de la DSIC de TPSGC.
- 5. L'entrepreneur ou l'offrant doit respecter les dispositions :
 - a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe _____;
 - b. du Manuel de la sécurité industrielle (dernière édition).



ANNEX "I" - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

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.

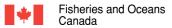
1 10.2 Disclosure of Foreground Information

- 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.
- 1 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)

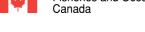
or

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

- (i) 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 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.
- 1 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;
 - (a) 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.
 - 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.

1 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:

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- (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.