

Materiel and Procurement Services

Financial and Materiel Management Operations
200 Kent Street, 9th Floor
Ottawa, ON K1A 0E6

DFO file: FP802-160277

December 1, 2016

Subject: Request for Proposal No. FP802-160277
Two Exercise Development, Facilitation and Evaluation Consultants to assist in Incident Management Exercise Support Services

Dear Sir/Madam:

The Department of Fisheries and Oceans (DFO) has a requirement for Two Exercise Development, Facilitation and evaluation Consultants to assist in Incident Management Exercise Support Services. The intent is to award two contracts for this requirement. The contracts may be awarded to one or two bidders (i.e. the resources can be provided individually by two different organizations or can be provided by the same organization).

- One contract is for one supplier to supply a resource who is fully bilingual in French and English at the advanced level.
- The other contract is for one supplier to supply a resource that is proficient in the English language at the advanced level.

PLEASE NOTE:

A separate proposal must be submitted for each proposed resource. A bidder may submit a bid proposal for both consultant requirements (English resource, bilingual resource). The bidder can propose the same resource for both requirements. However, one resource cannot be awarded both contracts, as both resources may be required to provide services at the same time.

These services which are to be carried out in accordance with the **Statement of Work** attached herein at **Appendix "C"**. The services are to be performed during the period commencing upon the date of award of the contract until March 31, 2017. DFO may offer an option to exercise a renewal of the service contract for up to two (2) additional twelve (12) month periods under the same conditions.

If you are interested in submitting a proposal for undertaking this project, your **electronic proposal**, clearly indicating the title of this Request for Proposal, addressed to the undersigned will be received up to **14:00 hours** (2:00 p.m.) Eastern Standard Time (EST) on **January 11, 2017**.

Proposals in response to this Request for Proposal shall be comprised of two (2) volumes as follows:

- a) **CONTENT: – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy
- b) **CONTENT:– FINANCIAL PROPOSAL (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.

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

Your proposal **must include** the Mandatory Criteria and the Point-Rated Criteria at Appendix "D" the following:

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 you or 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. The above shall be incorporated within the tables at **Appendix "D"** with reference to your proposed resource's resume which must form part of your Technical Proposal submission; and

Volume II: Financial Proposal (under separate cover)

1. A cost breakdown per diem rate (based on 7 ½ hours a day) and/or the associated rate for the resource being proposed must form part of your Financial Proposal. **Please complete the Pricing Table at Annex "A" herein.**

Proposals will be evaluated in accordance with the Evaluation Criteria attached at **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 Jianna-Lee Zomer, Senior Contracting Officer, Materiel and Procurement Services at (613) 993-4684 or by email at jianna-lee.zomer@dfo-mpo.gc.ca

Bidders should note that all questions regarding this Request for Proposal must be submitted in writing, **no later than January 4, 2017** to the contracting authority. The department may be unable to respond to questions submitted after that date.

The Department of Fisheries and Oceans will not necessarily accept the lowest or any proposal submitted.

Yours truly,

Jianna-Lee Zomer
Senior Contracting Officer
Materiel and Procurement Services
Financial and Materiel Management Operations
200 Kent Street, 9th Floor
Ottawa, ON K1A 0E6
Telephone: (613) 993-4684
E-mail: jianna-lee.zomer@dfo-mpo.gc.ca

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Bid Closing Date: January 11, 2017
Time: 14:00 Hours (2:00 pm) Eastern Standard Time (EST)
RFP File No: FP802-160277

ANNEX 1 – RESULTING CONTRACT CLAUSES

REQUEST FOR PROPOSALS FOR:

**Two Exercise Development, Facilitation and Evaluation Consultants to assist in Incident Management
Exercise Support Services**

1. CONTRACT PERIOD

The services are to be performed during the period commencing upon the date of award of the contract until March 31, 2017.

Optional Contract Extension Period

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

2. SECURITY CLEARANCE

1. 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.
2. 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.
3. 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.
4. 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:
 - a. Security Requirements Check List and security guide (if applicable)
 - b. Industrial Security Manual (Latest Edition)

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: Jianna-Lee Zomer
Title: Senior Contracting Officer
Organization: Department of Fisheries and Oceans
Address: 200 Kent Street, Station 9W071
Telephone: (613) 993-4684
E-mail address: jianna-lee.zomer@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.

(b) Technical Authority (*To be provided at time of Contract award*)

The Technical Authority for the Contract is:

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

The Technical 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 Technical Authority; however, the Technical 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.

(c) 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 governed by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

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

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

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

13. CONTRACTOR STATUS

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

appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.

13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.

13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.

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

14. WARRANTY BY CONTRACTOR

14.1 The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.

14.2 The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

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

16. AMENDMENTS AND WAIVER

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

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

17. HARASSMENT IN THE WORKPLACE

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

18. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1** Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2** 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) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 For the purposes of this Section:

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

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

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

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

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

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

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

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

21. SCHEDULE AND LOCATION OF WORK

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

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

22. MINISTER’S RESPONSIBILITIES

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

23. CERTIFICATION - CONTINGENCY FEES

- 23.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.
- 23.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.
- 23.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.
- 23.4 In this section:
- 23.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;
- 23.4.2 "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

24. PRICE CERTIFICATION

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

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

- 25.1 It is a term of the Contract that:
- 25.1.1 The Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;
- 25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. INTERNATIONAL SANCTIONS

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

27. OFFICIAL LANGUAGES

- 27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in English.

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 electronically via email (with attachment), on recycled, double-sided paper or on disk where appropriate.
- 29.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 29.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.

- 29.5 Contractors will be fully aware of their obligations as defined under the Act “Canadian Environment Protection Act, 1999” which requires that “A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities”.
- 29.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the “Canadian Environment Protection Act, 1999” caused by the Contractor or his employees will be fully recovered from the Contractor.

30. HEALTH AND SAFETY

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

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 31.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 31.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 31.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 31.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. **FP802-160277**, and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 31.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as

TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.

- 31.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 31.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

32. THE CODE OF CONDUCT FOR PROCUREMENT

- 32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 32.2 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”

TERMS OF PAYMENT

1. DEFINITION

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

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with **Annex “A”, Basis of Payment** (*Bidders’ Financial Proposal*).

3. METHOD OF PAYMENT

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

4. INVOICE ADDRESS

Invoices are to be submitted in duplicate, quoting Contract/File No. **FP802-160277** the Contractor’s GST/HST Registration Number and the Financial Coding to the following address:
(*to be completed upon contract award*)

5. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

6. PROVINCIAL SALES TAX

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

| | |
|----------------------|--------------|
| Prince Edward Island | OP-10000-250 |
| Manitoba | 390516-0 |

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

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

Quebec Sales Tax (QST)

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

Signature of Contracting Authority

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

7. 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:

7.1 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:

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

7.3 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:

7.4 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 “B-1”

Maximum Allowances for Travel, Accommodation, Meals and Incidental Expenses in Canada and USA
 Effective October 1, 2016

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and the U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of GST. The Vendor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Canada Customs and Revenue Agency (CCRA).
3. The GST is not applicable to the per diem rates for travel in the U.S.A.
4. The Vendor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
 - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2. Accommodation: standard commercial accommodation (additional costs incurred for luxury accommodation will not be reimbursed).
 - 5.1.3. Extended travel status: periods in excess of two months at one location or at successive locations.
6. *Kilometer rates payable in cents per kilometer for pre-authorized use of private cars:*

| <i>Provinces</i> | <i>Cents/Km</i> |
|----------------------------------|-----------------|
| <i>Ontario</i> | <i>54.0</i> |
| <i>Manitoba</i> | <i>47.0</i> |
| <i>British Columbia</i> | <i>47.5</i> |
| <i>Saskatchewan</i> | <i>45.5</i> |
| <i>Northwest Territories</i> | <i>58.0</i> |
| <i>Quebec</i> | <i>49.5</i> |
| <i>New Brunswick</i> | <i>48.5</i> |
| <i>Newfoundland and Labrador</i> | <i>53.0</i> |
| <i>Nunavut</i> | <i>57.5</i> |
| <i>Nova Scotia</i> | <i>48.5</i> |
| <i>Prince Edward Island</i> | <i>47.5</i> |
| <i>Alberta</i> | <i>43.5</i> |
| <i>Yukon</i> | <i>59.0</i> |

7. Meals and Allowances - CANADA

| | Canadian \$ (taxes included) | | | |
|--|------------------------------|----------------|--------|---------|
| | Canada & USA | Yukon & Alaska | N.W.T. | Nunavut |
| 7.1 Private non-commercial accommodation allowance | 50.00 | 50.00 | 50.00 | 50.00 |
| 7.2 Meal allowances | | | | |
| - breakfast - 100% | 17.00* | 16.40 | 23.15 | 24.75 |
| breakfast - 75% (31 st day onward) | 12.75* | 12.30 | 17.35 | 18.55 |
| - lunch - 100% | 17.25* | 19.35 | 25.55 | 35.60 |
| lunch - 75% (31 st day onward) | 12.95* | 14.50 | 19.15 | 26.70 |
| - dinner - 100% | 45.55* | 53.25 | 58.05 | 75.50 |
| dinner - 75% (31 st day onward) | 34.15* | 39.95 | 43.55 | 56.65 |
| 7.3 Incidental expense allowance – 100% | 17.30* | 17.30 | 17.30 | 17.30 |
| Incidental expense allowance – 75% (31st day onward) | 13.00* | 13.00 | 13.00 | 13.00 |
| 7.4 Weekend travel home transportation allowances | | | | |
| - two-day weekend | 294.20 | 312.60 | 348.10 | 406.30 |
| - three-day weekend | 441.30 | 468.90 | 522.25 | 609.45 |
| - four-day weekend | 588.40 | 625.20 | 696.20 | 812.60 |
| 8. Meals and Allowances - USA | | | | |

Allowances in the USA are the same as in Canada but paid in US funds.

9. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:

- 9.1. *commercial transportation costs;*
- 9.2. *overnight commercial accommodation expenses in excess of \$50.00;*
- 9.3. *excess luggage charges;*
- 9.4. *taxis charges, where the fee exceeds \$10.00;*
- 9.5. *parking charges;*
- 9.6. *long distance telephone, telegraph, telex, cable, express charges that are business related;*
- 9.7. *currency exchange charges.*

APPENDIX “C”

STATEMENT OF WORK

1.0 SCOPE

1.1. **TITLE:** Two Exercise Development, Facilitation and Evaluation Consultants to assist in Incident Management Exercise Support Services

1.2. INTRODUCTION

The Canadian Coast Guard (CCG) is implementing the Incident Command System (ICS) at the National Headquarters level and within its three regions (Western Region, Central and Arctic Region, and Atlantic Region) to ensure the effective command, control and coordination of all-hazard maritime incident response, regardless of the scope, scale and complexity of an event.

CCG exercises contribute to maritime safety and security both internally and externally. Internally, they improve CCG operations and those of CCG’s partners by spreading best practices and promoting a collaborative approach to managing incidents, which reduces organizational risks and improves efficiency. For external partners, exercises enable the CCG and other response agencies to ensure that the proper resources, plans and procedures are in place to reduce human and environmental risk both before and during a response to an incident.

An important element is the conduct of exercises to validate ICS training and key documentation that has been developed as key components of the overall ICS implementation efforts. The conduct of exercises while applying the principles and concepts of ICS will enable CCG and Department of Fisheries and Oceans (DFO) employees to apply the skills and knowledge gained through classroom instruction to scenarios within a structured exercise while executing their respective assigned functions as part of an incident management team.

Another important element in the conduct of exercises is to validate the preparedness of the CCG’s response community through the exercising of the response arrangements in our contingency plans. This improves the effectiveness of response training, validates contingency plans and other critical response reference materials, practices and develops response techniques and procedures, and improves the design and execution of future exercises.

Exercising aims to incorporate the same cooperative management approach amongst the response community partners that would occur during the response to an incident. Exercises are coordinated at various levels and include stakeholders across the CCG and DFO, departments/agencies from Federal and Provincial governments, international organizations and governments, stakeholder members and associations, and the private sector.

1.3. OBJECTIVE

CCG has a requirement for ICS-based exercise design, facilitation and evaluation services for all-hazard maritime incident management. This work may include, but will not be limited, to the following:

- Exercise development;
- Exercise facilitation services;
- Exercise evaluation, including analysis, lessons learned, after-action reporting (AAR) and improvement planning at the on-scene tactical, operational and strategic levels;
- Exercise administration and logistics.

1.4. BACKGROUND

The establishment of a World-Class Tanker Safety System (WCTSS) by the Government of Canada initiated the adoption of ICS as an all-hazard incident management methodology for all CCG incidents.

Moreover, the implementation of ICS at CCG will ensure effective overall command, control and coordination regardless of the scope, scale and complexity of an incident and enable a standardized approach to all-hazard incidents, including:

- environmental response;
- humanitarian assistance;
- maritime security;
- planned security events;
- CCG internal incidents; and
- major maritime incidents.

Since 2013, the Office of Incident Management within the Operations Branch, CCG has been leading the implementation of ICS as an all-hazard incident management methodology throughout CCG. This is being done in close collaboration with other teams from CCG, particularly with Operational Support, Operations in Headquarters and with partners in CCG's three Regions.

ICS-based exercises and the leveraging of existing operational program exercises play a significant role in validating operational training and key CCG documentation. They also help to clarify the roles and responsibilities assigned to CCG employees and senior management (director or equivalent and above).

In order to support this work, CCG wishes to hire two resources who can support and deliver incident management exercises and exercise evaluation services.

2.0 REQUIREMENT

The intent is to award two contracts for this requirement. The contracts may be awarded to one or two bidders (i.e. the resources can be provided individually by two different organizations or can be provided by the same organization).

- One contract is for one supplier to supply a resource who is fully bilingual in French and English at the advanced level.
- The other contract is for one supplier to supply a resource that is proficient in the English language at the advanced level.

Please refer to section 13.4 regarding language requirements.

PLEASE NOTE:

A separate proposal must be submitted for each proposed resource. A bidder may submit a bid proposal for both consultant requirements (English resource, bilingual resource). The bidder can propose the same resource for both requirements. However, one resource cannot be awarded both contracts, as both resources may be required to provide services at the same time.

3.0 CONTRACT PERIOD

The period of the contract is from date of contract award to March 31, 2017.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

4.0 TASKS

- 4.1 The Contractor's resource is responsible for the provision of ICS-based services for all-hazard incident management, including but not limited to the following tasks:
 - 4.1.1 Researching and reviewing CCG programs, fleet services and incident management plans and key documentation from other exercises for the purpose of inclusion in upcoming exercises;
 - 4.1.2 Planning and developing exercises, such as understanding the client's needs, defining scope and objectives of the exercise, identifying the approach and techniques to be used, and developing expected actions/scenarios/evaluation criteria;

- 4.1.3 Developing or assisting in the development of incident management exercises for senior management (director or equivalent and above), staff and stakeholders. Exercises include discussion-based exercises such as seminars, workshops, table-top exercises, as well as operations-based exercises such as drills, functional exercises and full-scale operational exercises;
- 4.1.4 Developing or contributing to the development of exercise materials and documentation that include, but are not limited to: exercise plan; control plan; evaluation plan; scenario narrative; master sequence of events list (MSEL); evaluation checklists; forms; and feedback surveys;
- 4.1.5 Facilitating, implementing and/or supporting the delivery of discussion-based exercises, seminars, workshops;
- 4.1.6 Supporting the delivery of operations-based exercises, such as drills, and functional and full-scale exercises, with the use of Coast Guard, other Government departments, private industry and/or stakeholder assets and personnel;
- 4.1.7 Performing analysis of material and information gathered during an exercise;
- 4.1.8 Analyzing and evaluating exercises;
- 4.1.9 Facilitating “hotwashes” (post-exercise debriefs);
- 4.1.10 Writing after-action reports (AARs) or similar documents;
- 4.1.11 Briefing evaluation staff and program management (including development of presentations) on major results and findings after exercise evaluations;
- 4.1.12 Writing, reviewing, editing and formatting documents and reports;
- 4.1.13 Developing briefings, presentations and project management documents.

5.0 DELIVERABLES AND TIMELINES

The resources are responsible for producing deliverables, including but not limited to:

| Deliverable | | Due Date (Time from contract award) |
|--|---|--|
| Immersive Simulation Exercise | | |
| 5.1 | Materials for Final Planning Conference (including Master Sequence of Events) | Prior to January 2017, if contract award date allows |
| 5.2 | Exercise materials | Late January 2017 |
| 5.3 | Immersive Simulation Exercise and Hotwash sessions – Facilitation and Coaching | February 2017 |
| 5.4 | Exercise after-action report and briefing | March/April 2017 |
| Regional and National Tabletop Exercises | | |
| 5.5 | Master Task List | TBD |
| 5.6 | Project Management Timeline | |
| 5.7 | Materials for Planning Conference(s) | |
| 5.8 | Exercise materials | |
| 5.9 | 3 Regional and 1 National Tabletop Exercises and Hotwash sessions – Facilitation and Coaching | |
| 5.10 | Exercise after-action report and briefing | |

6.0 LEVEL OF EFFORT

The level of effort provided to CCG will be as follows:

| Required Resources | Initial Contract Period (Date of award to March 31, 2017) | Optional Period 1 (April 1 2017 to March 31 2018) | Optional Period 2 (April 1 2018 to March 31 2019) |
|---|--|--|--|
| One (1) Exercise Development, Facilitation and Evaluation Resource (English Resource) | Up to 80 days* | Up to 250 days* | Up to 250 days* |
| One (1) Exercise Development, Facilitation and Evaluation Resource (Bilingual Resource) | Up to 80 days* | Up to 250 days* | Up to 250 days* |

*This is an estimated level of effort and in no way is a commitment of work by the Government of Canada.

7.0 SPECIFICATIONS AND STANDARDS

The work shall meet the specifications and standards deemed appropriate by the Manager, Office of Incident Management and shall be consistent with other guidance developed for this project.

8.0 TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

The work will be performed within the context of federal incident management and national security issues and decision-making. The exercises, documentation and AAR will be used to support various CCG initiatives and adhere to prescribed CCG plans in order to refine incident management processes or procedures.

9.0 METHOD AND SOURCE OF ACCEPTANCE

The Project Authority shall act as the CCG representative and will review the work provided by the Contractor's resources and determine whether the service or document meets its requirements. MS Office (MS Outlook, Word, Power Point, Excel and Visio) will be required when submitting work.

All documentation, products, reports, etc. will be reviewed by Office of Incident Management officials in consultation with other CCG subject matter experts as required to determine that the Contractor has met the requirement.

10.0 REPORTING REQUIREMENTS

The Project Authority shall act as the CCG representative and must be provided with a status report weekly by the Contractor's resources to ensure a suitable level of effort. This will be done through the use of time sheets.

11.0 PROJECT MANAGEMENT CONTROL PROCEDURES

The Project Authority shall act as the CCG representative. Both resources must provide the Project Authority with status reports against set milestones weekly to ensure acceptability of materials and that the contracts are on time and on budget. This can be done in person, by phone, or by e-mail, as deemed appropriate by the Project Authority.

12.0 INTELLECTUAL PROPERTY

CCG has determined that any intellectual property arising from the performance of the work under the SA will vest in Canada, invoking exception 6.4.1 of the Treasury Board Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>)

6.4.1 to generate knowledge and information for public dissemination;

13.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

13.1 AUTHORITIES

The Project Authority will be confirmed at time of contract award.

The Project Authority will provide overall direction to the resources and will arrange CCG obligations to confirm that deliverables are acceptable.

13.2 DFO SUPPORT

CCG will provide the Contractor's resources with:

- access to government and departmental plans, policies and procedures, publications, reports, studies, etc.;
- access to a staff member who will be available to coordinate activities;
- comments on draft products within five (5) working days; and
- other assistance or support.

13.3 CONTRACTOR OBLIGATIONS

The Contractor is responsible for providing workspaces and equipment as necessary for the Contractor's resources to perform the work.

13.4 LANGUAGE OF WORK

The work will be performed in English and/or French.

Contract 1

The resource must be bilingual in both French and English at the advanced level as described in the table below.

Contract 2

The resource must be proficient in English at the advanced level as described in the table below.

Where required, translation of documents will be provided by the CCG.

| Language Proficiency Grid | | | |
|----------------------------------|--|---|--|
| | Oral | Comprehension | Written |
| Basic | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person. |
| Intermediate | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions, and understand and express hypothetical and conditioned ideas. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner. |

13.5 TRAVEL

The resources are required to travel to perform some of the required services described in this Statement of Work.

Travel outside of the National Capital Region (NCR) will be undertaken with prior approval and in accordance with Government of Canada Treasury Board guidelines.

13.6 LOCATION OF WORK

The primary contacts from CCG are located in the NCR at 200 Kent Street in Ottawa, Ontario. The resources are required to work remotely at their own location. The majority of preparation work is expected to be completed in the NCR, with exercises delivered in all CCG Regions. The resources will be required to attend meetings on-site as required.

APPENDIX “D”

Exercise Development, Facilitation and Evaluation Consultant – English Resource

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANDATORY CRITERIA – English Resource

| <u>No.</u> | <u>Mandatory Criteria</u> | <u>MET/NOT MET [DFO use only]</u> | <u>Cross Reference to Proposal [Bidder to provide]</u> |
|------------|---|---|--|
| <u>M1</u> | <p>The Bidder’s proposed resource must meet all language requirements as described in Annex A – Statement of Work at the time of bid closing.</p> <p>The Bidder’s proposed resource must be proficient in English at the advanced level.</p> | | |
| <u>M2</u> | <p>The Bidder’s proposed resource must meet all security requirements set forth in this solicitation at the time of bid closing.</p> | | |
| <u>M3</u> | <p>The Bidder <u>must</u> provide proof that the proposed resource has received Incident Command System (ICS) accreditation at the ICS-400 level by a recognized institution.</p> <p>Proof is considered to be a copy of the certification or equivalent (e.g. a letter from the certification authority) and must be provided with the bid.</p> <p>While CCG has aligned itself with ICS Canada, the ICS-400 accreditation required under this mandatory criterion can be provided by ICS Canada or another recognized ICS institution teaching ICS, such as the United States Federal Emergency Management Agency (FEMA) or the United States Coast Guard (USCG).</p> | | |
| <u>M4</u> | <p>The Bidder’s proposed resource must have at least 5 years’ experience in the field of emergency/incident management in an operational environment.</p> <p>The Bidder must demonstrate this experience with project examples. For each project that is cited as experience, the Bidder must within their proposal provide one (1) reference for each project example and include the following information identified on the proposed resource’s resume:</p> <ul style="list-style-type: none"> a) The name of the client organization (to whom the services were provided); b) The name, title, telephone number and e-mail address of the Project Authority (Project Authority may be contacted to validate information provided in | | |

| | | | |
|-----------|---|--|--|
| | <p>the bid submission);</p> <p>c) A brief description of the type and scope of services that meets the identified criteria provided by the resource; and</p> <p>d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).</p> | | |
| <u>M5</u> | <p>Within the bid submission, the Bidder must provide a detailed, up-to-date resume for the proposed resource. The resume submitted must be in chronological order and include relevant training and work experience as it relates to the requirements of the work to be performed under this contract.</p> | | |

POINT RATED TECHNICAL EVALUATION CRITERIA – English Resource

Point rated criteria is used to establish the minimum requirements by setting a passing mark that a response must meet to be considered valid.

EXERCISE DEVELOPMENT, FACILITATION AND EVALUATION CONSULTANT – English Resource

Evaluation of Exercise Development, Facilitation and Evaluation Consultant
Point Rated Criteria – English Resource

The experience of the proposed resource must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

For each project that is cited as experience, the Bidder must within their proposal provide one (1) reference for each project example and include the following information identified on the proposed resource’s resume:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority (Project Authority may be contacted to validate information provided in the bid submission);
- c) A brief description of the type and scope of services that meets the identified criteria provided by the resource; and
- d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).

Note to Bidder: Exercises designed and facilitated as part of ICS training courses do not constitute acceptable project examples for the purposes of this requirement. Acceptable exercise examples include discussion-based exercises (such as seminars, workshops and tabletop exercises) and operations-based exercises (such as drills, functional exercises and full-scale exercises) whose length was at least one day.

Proposed Resource Name: _____

| <u>Rated Technical Criterion</u> | <u>Maximum Points</u> | <u>Point Breakdown</u> | <u>Cross Reference to Proposal [Bidder to provide]</u> |
|--|-------------------------|---|--|
| <p><u>R1</u></p> <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years developing complex* incident management exercises in an operational environment</p> <p>*Complex exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a</p> | <p><u>10 points</u></p> | <p>2 points per project, up to a maximum of 5 projects.</p> <p>The minimum rating for this requirement is 6 points.</p> | |

| | | | | |
|--|---|------------------|---|--|
| | written Incident Action Plan is required for each operational period. | | | |
| <u>R2</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years facilitating complex* incident management exercises in an operational environment</p> <p>*Complex incident management exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a written Incident Action Plan is required for each operational period.</p> | <u>10 points</u> | <p>2 points per project, up to a maximum of 5 projects.</p> <p>The minimum rating for this requirement is 6 points.</p> | |
| <u>R3</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years evaluating complex* incident management exercises in an operational environment</p> <p>*Complex exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a written Incident Action Plan is required for each operational period.</p> | <u>10 points</u> | <p>2 points per project, up to a maximum of 5 projects.</p> | |
| <u>R4</u> | <p>The Bidder should demonstrate that the proposed resource has received formal training in exercise development by a recognized institution.</p> <p>Proof is considered to be a copy of the training certification or equivalent (e.g. a letter from the certification authority with the name, supplier and date of exercise training) and should be provided with the bid.</p> | <u>5 points</u> | <p>5 points will be allocated for proof of exercise development training by a recognized institution.</p> | |
| <u>R5</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years applying plans, policies, procedures, regulations and/or legislation as it applies to incident management exercise development.</p> | <u>5 points</u> | <p>1 point per project, up to a maximum of 5 projects.</p> | |
| Total Evaluated Score: (24/40 points minimum) | | <u>/40</u> | | |

Language Proficiency Grid – English Resource

| Legend | Oral | Comprehension | Written |
|---------------------|---|--|---|
| Basic | A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. | A person reading at this level can: <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. | A person writing at this level can: <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person. |
| Intermediate | A person speaking at this level can: <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. | A person reading at this level can: <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. | A person writing at this level can: <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | A person speaking at this level can: <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas | A person reading at this level can: <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. | A person writing at this level can: <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner. |

TOTAL POINTS (R1 TO R5): 40 POINTS MAXIMUM-English Resource

Bidders must attain a rating of **at least 60% of the maximum possible points in the Point-Rated Criteria Requirement categories** in order to be considered compliant. Proposals which fail to attain at least 60% in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.

COST EVALUATION (PRICE): 30 POINTS MAXIMUM – English Resource **(Submitted by the Bidders’ Financial Proposal)**

Of those proposals determined to be Technically Compliant and having achieved a minimum score of 70/100, the lowest cost proposal will be awarded the maximum number of points assigned for cost (30 points). The points for cost for the remaining Technically Compliant proposals with their achieved overall Point-Rated Score will be allocated on a pro-rata basis.

SELECTION CRITERIA – English Resource:

The bidder who meets the Mandatory Criteria, achieves a minimum score of 60% on the Rated Criteria and receives the highest combined rating of **Technical merit (70%) and Financial (30%)** (i.e. achieves the highest score, based on a combination of technical points and price points) will be awarded the contract.

Best Value Determination

| | Bidder 1 | Bidder 2 | Bidder 3 |
|--|------------------------------|-----------------------------------|--------------------|
| Rated Criteria Points | 80 | 90 | 95* |
| Per Diem Rate | \$700.00** | \$725.00 | \$975.00 |
| Calculation | | | |
| | Technical Points | Rated Price Points | Total Points |
| Bidder 1 | $80/95^* \times 70\% = 58.9$ | $700^{**}/700 \times 30\% = 30$ | $58.9 + 30 = 88.9$ |
| Bidder 2 | $90/95^* \times 70\% = 66.3$ | $700^{**}/725 \times 30\% = 29$ | $66.3 + 29 = 95.3$ |
| Bidder 3 | $95/95^* \times 70\% = 70$ | $700^{**}/975 \times 30\% = 21.5$ | $70 + 21.5 = 91.5$ |
| * 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 2.

OVERALLBASIS OF SELECTION – English Resource

The overall Compliant Bidder with the highest combined rated criteria points and price points shall be selected as the Bidder providing best value to DFO and awarded a contract for this project.

Exercise Development, Facilitation and Evaluation Consultant – Bilingual Resource

Mandatory Technical Criteria – Bilingual Resource

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANDATORY CRITERIA – Bilingual Resource

| <u>No.</u> | <u>Mandatory Criteria</u> | <u>MET/NOT MET [DFO use only]</u> | <u>Cross Reference to Proposal [Bidder to provide]</u> |
|------------|---|---|--|
| <u>M1</u> | <p>The Bidder’s proposed resource must meet all language requirements as described in Annex A – Statement of Work at the time of bid closing.</p> <p>The Bidder’s proposed resource must be proficient in both French and English (bilingual) at the advanced level for all language proficiencies.</p> | | |
| <u>M2</u> | <p>The Bidder’s proposed resource must meet all security requirements set forth in this solicitation at the time of bid closing.</p> | | |
| <u>M3</u> | <p>The Bidder <u>must</u> provide proof that the proposed resource has received Incident Command System (ICS) accreditation at the ICS-400 level by a recognized institution.</p> <p>Proof is considered to be a copy of the certification or equivalent (e.g. a letter from the certification authority) and must be provided with the bid.</p> <p>While CCG has aligned itself with ICS Canada, the ICS-400 accreditation required under this mandatory criterion can be provided by ICS Canada or another recognized ICS institution teaching ICS, such as the United States Federal Emergency Management Agency (FEMA) or the United States Coast Guard (USCG).</p> | | |
| <u>M4</u> | <p>The Bidder’s proposed resource must have at least 5 years’ experience in the field of emergency/incident management in an operational environment.</p> <p>The Bidder must demonstrate this experience with project examples. For each project that is cited as experience, the Bidder must within their proposal provide one (1) reference for each project example and include the following information identified on the proposed resource’s resume:</p> <ul style="list-style-type: none"> a) The name of the client organization (to whom the services were provided); b) The name, title, telephone number and e-mail address of the Project Authority (Project Authority may be contacted to validate information provided in the bid submission); c) A brief description of the type and scope of services that meets the identified criteria provided by the resource; and | | |

| | | | |
|-----------|--|--|--|
| | d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work). | | |
| <u>M5</u> | Within the bid submission, the Bidder must provide a detailed, up-to-date resume for the proposed resource. The resume submitted must be in chronological order and include relevant training and work experience as it relates to the requirements of the work to be performed under this contract. | | |

POINT RATED TECHNICAL EVALUATION CRITERIA – Bilingual Resource

Point rated criteria is used to establish the minimum requirements by setting a passing mark that a response must meet to be considered valid.

EXERCISE DEVELOPMENT, FACILITATION AND EVALUATION CONSULTANT – Bilingual Resource

Evaluation of Exercise Development, Facilitation and Evaluation Consultant
Point Rated Criteria – Bilingual Resource

The experience of the proposed resource must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

For each project that is cited as experience, the Bidder must within their proposal provide one (1) reference for each project example and include the following information identified on the proposed resource’s resume:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority (Project Authority may be contacted to validate information provided in the bid submission);
- c) A brief description of the type and scope of services that meets the identified criteria provided by the resource; and
- d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).

Note to Bidder: Exercises designed and facilitated as part of ICS training courses do not constitute acceptable project examples for the purposes of this requirement. Acceptable exercise examples include discussion-based exercises (such as seminars, workshops and tabletop exercises) and operations-based exercises (such as drills, functional exercises and full-scale exercises) whose length was at least one day.

Proposed Resource Name: _____

| <u>Rated Technical Criterion</u> | <u>Maximum Points</u> | <u>Point Breakdown</u> | <u>Cross Reference to Proposal [Bidder to provide]</u> |
|---|-----------------------|--|--|
| <u>R1</u> The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years developing complex* incident management exercises in an operational environment *Complex exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a written Incident Action Plan is | <u>10 points</u> | 2 points per project, up to a maximum of 5 projects. The minimum rating for this requirement is 6 points. | |

| | | | | |
|--|---|------------------|---|--|
| | required for each operational period. | | | |
| <u>R2</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years facilitating complex* incident management exercises in an operational environment</p> <p>*Complex incident management exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a written Incident Action Plan is required for each operational period.</p> | <u>10 points</u> | <p>2 points per project, up to a maximum of 5 projects.</p> <p>The minimum rating for this requirement is 6 points.</p> | |
| <u>R3</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years evaluating complex* incident management exercises in an operational environment</p> <p>*Complex exercise is defined as at least a Type 3 incident (exercise) which extends into multiple operational periods and where a written Incident Action Plan is required for each operational period.</p> | <u>10 points</u> | <p>2 points per project, up to a maximum of 5 projects.</p> | |
| <u>R4</u> | <p>The Bidder should demonstrate that the proposed resource has received formal training in exercise development by a recognized institution.</p> <p>Proof is considered to be a copy of the training certification or equivalent (e.g. a letter from the certification authority with the name, supplier and date of exercise training) and should be provided with the bid.</p> | <u>5 points</u> | <p>5 points will be allocated for proof of exercise development training by a recognized institution.</p> | |
| <u>R5</u> | <p>The Bidder should demonstrate that the proposed resource has gained experience within the last 10 years applying plans, policies, procedures, regulations and/or legislation as it applies to incident management exercise development.</p> | <u>5 points</u> | <p>1 point per project, up to a maximum of 5 projects.</p> | |
| Total Evaluated Score: (24/40 points minimum) | | <u>/40</u> | | |

Language Proficiency Grid – Bilingual Resource

| Legend | Oral | Comprehension | Written |
|---------------------|--|---|--|
| Basic | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person. |
| Intermediate | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and Provide factual descriptions and explanations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and Distinguish main from subsidiary ideas. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and presented in a coherent manner. |

TOTAL POINTS (R1 TO R5): 40 POINTS MAXIMUM - Bilingual Resource

Bidders must attain a rating of **at least 60% of the maximum possible points in the Point-Rated Criteria Requirement categories** in order to be considered compliant. Proposals which fail to attain at least 60% in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.

COST EVALUATION (PRICE): 30 POINTS MAXIMUM-Bilingual Resource
(Submitted by the Bidders’ Financial Proposal)

Of those proposals determined to be Technically Compliant and having achieved a minimum score of 70/100, the lowest cost proposal will be awarded the maximum number of points assigned for cost (30 points). The points for cost for the remaining Technically Compliant proposals with their achieved overall Point-Rated Score will be allocated on a pro-rata basis.

SELECTION CRITERIA - Bilingual Resource:

The bidder who meets the Mandatory Criteria, achieves a minimum score of 60% on the Rated Criteria and receives the highest combined rating of **Technical merit (70%) and Financial (30%)** (i.e. achieves the highest score, based on a combination of technical points and price points) will be awarded the contract.

Best Value Determination

| | Bidder 1 | Bidder 2 | Bidder 3 |
|--|------------------------------|-----------------------------------|--------------------|
| Rated Criteria Points | 80 | 90 | 95* |
| Per Diem Rate | \$700.00** | \$725.00 | \$975.00 |
| Calculation | | | |
| | Technical Points | Rated Price Points | Total Points |
| Bidder 1 | $80/95^* \times 70\% = 58.9$ | $700^{**}/700 \times 30\% = 30$ | $58.9 + 30 = 88.9$ |
| Bidder 2 | $90/95^* \times 70\% = 66.3$ | $700^{**}/725 \times 30\% = 29$ | $66.3 + 29 = 95.3$ |
| Bidder 3 | $95/95^* \times 70\% = 70$ | $700^{**}/975 \times 30\% = 21.5$ | $70 + 21.5 = 91.5$ |
| * 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 2.

OVERALLBASIS OF SELECTION - Bilingual Resource

The overall Compliant Bidder with the highest combined rated criteria points and price points shall be selected as the Bidder providing best value to DFO and awarded a contract for this project.

APPENDIX "E"

INSTRUCTIONS TO BIDDERS

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. "Solicitation Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further bids will be accepted.

2. BID CLOSING

- 2.1. Electronic bid submission will be received at the Tendering Contract Officers' email address until the Tender Closing Time stipulated in the Request for Proposal. Bids 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 bid closing, at which time all tenderers will be advised formally of the new date and time.

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be 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 BIDS

- 5.1. Bids may be revised by email or printed telecommunication (Fax) provided that revisions are received before the Solicitation Closing Time. Any change resulting in an increase in the bid price must be supported by a suitable increase in the bid 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, prior to contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

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

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. TENDER VALIDITY PERIOD

10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 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 “F”

SECURITY REQUIREMENTS

1. 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.
2. 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.
3. 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.
4. 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:
 - c. Security Requirements Check List and security guide (if applicable), attached at Annex_____
 - d. Industrial Security Manual (Latest Edition)

APPENDIX “I”
OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Crown to Own Intellectual Property Rights

CCG has determined that any intellectual property arising from the performance of the work under the SA will vest in Canada, invoking exception 6.4.1 of the Treasury Board Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>)

6.4.1 to generate knowledge and information for public dissemination;

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*

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;

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:

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;

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;

is independently developed by or for Canada; or

(a) 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.



ANNEX "A"

BASIS OF PAYMENT (Financial Proposal)

DFO will provide payment to the contractor based on the objectives and associated developed workplan on a monthly bases upon receipt of, and approval of, the delivered and approved objectives. The basis of payment will comply with the "all-inclusive per-diem rate" based on a daily or hourly rate. (The hourly rate is the daily per-diem rate divided by 7.5 hours). The contractor is responsible to submit their invoice with the appropriate objective completed to the Project Authority.

In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with the Basis of Payment detailed in the Appendix "C", Statement of Work, Objectives to be performed pursuant associated with the workplan development to the Contract.

ENGLISH RESOURCE

| Name of Resource | All-inclusive fixed Per-Diem Rate | Estimated # of Days | Total |
|---|-----------------------------------|---------------------|----------------------|
| | A | B | C = A x B |
| Initial Contract Period – Award to March 31 2017 | | | |
| | | 80 | |
| Option Period 1 (April 1 2017 to March 31 2018) | | | |
| | | 250 | |
| Option Period 2 (April 1 2018 to March 31 2019) | | | |
| | | 250 | |
| Total (Initial Contract Period + Option Period 1 +Option Period 2): | | | |
| Evaluated Price (Applicable Taxes excluded): | | | |
| Applicable Taxes | | | |
| | | | GST: HST: PST: |

BILINGUAL RESOURCE

| Name of Resource | All-inclusive fixed Per-Diem Rate | Estimated # of Days | Total |
|--|-----------------------------------|---------------------|------------------|
| | A | B | C = A x B |
| Initial Contract Period – Award to March 31 2017 | | | |
| | | 80 | |
| Option Period 1 (April 1 2017 to March 31 2018) | | | |



| | | | |
|--|--|-----|----------------------|
| | | 250 | |
| Option Period 2 (April 1 2018 to March 31 2019) | | | |
| | | 250 | |
| Total (Initial Contract Period + Option Period 1 +Option Period 2): Evaluated Price (Applicable Taxes excluded): | | | |
| Applicable Taxes | | | GST: HST: PST: |