



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

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title – Sujet Sentinel Survey Project – Longline Gear, Gulf Nova Scotia St. Georges Bay		Date April 26, 2017
Solicitation No. – N° de l'invitation F5211-170044/A		
Client Reference No. - No. de référence du client F4751-170003B		
Solicitation Closes – L'invitation prend fin At / à : 14:00 ADT(Atlantic Daylight Time) On / le : May 11, 2017		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Morgan Marchand Senior Contracting Officer Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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*This bid solicitation cancels and supersedes previous bid solicitation number **F5211-170042, 43, 44, 45, 50** dated March 29, 2017 with a closing of April 13, 2017 at 14:00 ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.*

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

Delete section 01 in its entirety.

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

Delete section 02 in its entirety.

2.2 Submission of Bids

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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



2.5 **Applicable Laws**

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid** (one soft copy in PDF format)
- Section II: Financial Bid** (one soft copy in PDF format))
- Section III: Certifications** (one soft copy in PDF format))
- Section IV: Additional Information** (one soft copy in PDF format))

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

- Fishing association documentation (as per M1)
- Proof of Valid commercial groundfish fishing license (as per M5)



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex "E" Mandatory Evaluation Criteria

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

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

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

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

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

5.1.1 Certifications Precedent to Contract Award

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

5.1.2 Certifications Required with the Bid

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

5.1.2.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.1.2.2 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.3 Supplementary Contractor Information

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

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



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

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

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

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

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

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

Signature

Print Name of Signatory

5.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the



implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () **No** ()

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

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

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

Work Force Adjustment Directive

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

Yes () **No** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

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

Section 31 – Integrity Provisions – Sub section 6.3.1 referenced above is amended as follows:

Delete section 31 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from July 2, 2017 to May 31, 2018 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Morgan Marchand
 Title: Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 301 Bishop Drive, Fredericton, NB E3C 4M6
 Telephone: 506-452-3660
 Facsimile: 506-452-3676
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(insert at the time of contract award)*

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

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

6.5.3 Contractor's Representative *(insert at the time of contract award)*

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

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

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



6.9 Certifications

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions **2010B** (2015-09-03), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Contract Conditions;
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Procurement Ombudsman

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

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

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

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

SACC *Manual* clause [A9141C](#) (2008-05-12) Vessel Condition

SACC *Manual* clause [G5003C](#) (2014-06-26) Marine Liability Insurance



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Sentinel Survey - Longline Gear – Gulf Nova Scotia St. Georges Bay (Project # 3B)

1.2 Introduction

With the closure of the cod directed fishery in 1993 on many of the stocks in the Northwest Atlantic, information on the status of the stocks from the commercial fishery was no longer available to scientists of the Department of Fisheries and Oceans (DFO) for stock assessments. This information was previously used in combination with information from research vessel surveys to assess the status of the resources. The Fisheries Resource Conservation Council (FRCC) recommended that DFO put in place a program of sentinel surveys (formerly known as sentinel fisheries) to collect such information. The Minister of DFO subsequently accepted this recommendation.

Sentinel surveys are not commercial fisheries but consist of limited removals from the stocks under a pre-determined protocol for the purpose of collecting biological information. The primary objective is to obtain information on trends in the stocks (e.g. whether stocks are increasing or decreasing). However, the information is also important to study the distribution, migration and general biological characteristics (e.g. condition, maturity stages) of various fish species, as well as collecting information on water temperature.

1.3 Budget

A fixed budget is available for sentinel projects and the exact number of vessels and fishing units will depend on the value of the successful bid.

1.4 Background, Assumptions and Specific Scope of the Requirement

Since 1994, sentinel survey projects have been conducted in the southern Gulf of St. Lawrence (NAFO division 4T). Commercial fishing vessels, following a pre-determined scientific protocol, are used in the projects. In 1994 and 1995 the sentinel projects were largely funded by the Department of Human Resource Development, with DFO providing scientific expertise to oversee the projects and the funds for scientific equipment and observer coverage. Since 1996, the sentinel surveys have been funded almost entirely by DFO.

Following an Atlantic-wide review of the sentinel surveys in December of 2002, the decision was made to decrease the scope of the surveys in each Region. For fixed gear in the southern Gulf of St. Lawrence, sentinel projects are conducted using only one type of gear (longline). In 2017, projects similar to those of previous years will continue for longline gear. The sentinel survey mobile gear projects were modified in 2003 as an industry-based, research survey conducted in the month of August. All work will be conducted under contract to fish harvester organizations.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

A maximum of two (2) longline gear vessels will be used along the southern Nova Scotia Coast – St. George's Bay (project # 3B). In previous years, paired fishing locations (2 per vessel) were identified and these sites MUST be fished again in 2017 for comparative purposes.

Each vessel will fish at two sites, which will remain constant over the fishing season. Each vessel will fish its gear a maximum of 8 times with a maximum frequency of twice per period of 7 days over the



term of the contract. This means that the gear may be fished only once during some weeks. Fishing must begin in July, with a minimum of two trips per month required (July, August and September); this is in order to obtain data throughout the season.

Fishing must begin in July for the sites in St. Georges Bay (120 & 114) and (113 & 119). A minimum of two trips per month is required (July, August and September for St. Georges Bay) in order to obtain data throughout the season.

After hauling the gear at each fishing site, the fishing vessel crew and the observer will record all information pertaining to the catch. The crew of the fishing vessel **MUST** assist the observer in conducting the sampling. Fishing operations may have to be slowed down for that purpose. For each site and each time the gear is fished, information on the set location and the complete catch will be recorded. Length frequency measurements (250 fish or the entire catch if less than 250 fish are caught) will be taken for cod, white hake (sexed length frequencies are required for white hake but not for cod). Otoliths will be collected for cod (1 per cm length increment) and white hake (1 per cm length increment per sex) according to the scientific protocols. All data will be recorded on standard observer program data sheets; all fields must be completed.

All Atlantic Halibut must be returned to the water immediately, and where it is alive, in a manner that causes it the least harm

On occasion, special sampling will be required. Examples of special sampling include, but are not limited to: individual weight and length records for cod, sampling for DNA studies of specific species, collection and preservation of fish samples for laboratory analyses. Detailed protocols will be supplied for these collections.

Water temperature will be monitored using probes supplied by DFO. The probes will be initialized by DFO and one will be assigned to each vessel.

2.2 Specifications and Standards

The following specifications and standards must be met and maintained throughout the contract period:

- A minimum of 1250 hooks (size 12 circle - 1 fathom apart) and a maximum of 2500 hooks will be used (divided equally between the two sites). These can be bottom longlines or “floated” longlines (1-3 feet off bottom). The soak time should be a minimum of 4 hours and no longer than 24 hours;
- Prior to the awarding of the contract, the successful Contractor (fishing association or organization) will notify DFO of the vessels involved in the project including the name of the vessel, CFV and the name of the captain;
- The same vessels **MUST** be used for the entire project. **NO** substitution of vessels will be allowed unless the contractor receives written approval from the Scientific Authority for the project or representative;
- Observers **MUST** be on the vessels whenever the gear is fished (fish are on-board the vessels). Observers will **NOT** be required during the setting of the gear providing that NO fish are being brought aboard;
- Participating fishermen **MUST** be holders of a valid groundfish license and **MUST** have experience in the groundfish fishery;
- **A special fishing license will be issued in the name of each fishing Captain hired through the Contractor for the specified vessel;**
- In accordance with section 2.1 Tasks, Activities, Deliverables and Milestones the contractor **MUST** ensure that after the haul back at each site, the fishing vessel crew and the observers record all information pertaining to the catch;
- Ensure the crew of the fishing vessel assist the observers in sorting the fish and invertebrate



- species and in conducting the sampling;
- Ensure the water temperature is monitored using probes supplied by the DFO and attached to the trawl during fishing operation.

2.3 Change Management Procedures

All changes must be made in writing and agreed to by both parties and by the Contracting Authority if applicable.

2.4 Ownership of Intellectual Property (IP)

IP will not be generated from the result of this requirement.

3.0 Other Terms and Conditions of the Statement of work (SOW)

3.1 DFO Support

The DFO will be responsible for the following in support of the contract:

- DFO will provide the following scientific equipment to ensure consistency in data collection: temperature probes, measuring boards, balances and specialized equipment for special sampling.
- Provision of a limited range of scientific equipment (for example temperature probes, measuring boards, balances and specialized equipment for special sampling) to ensure consistency in data collection;
- Provision of standard observer program data sheets;
- Provision of the final list of latitudes and longitudes of the stations will be sent to the contractor once the contract is awarded;
- A special fishing license will be issued in the name of the fishing Captain hired through the Contractor for the specified vessel.

3.2 Contractor's Obligations

The contractor will be responsible for the following in support of the contract: See section 2.0

3.3 Deliverables

The following deliverables must be met in relation to this project:

- 1) All data recorded on observer program forms (trip, catch and length frequencies and others) and certified by an observer companies in both hardcopy and electronic format delivered directly from an Observer Company to the Project Authority.
- 2) Samples of otoliths, fish and other samples, as per detailed protocol or special sampling requests. These must be clearly identified with the date, fishing location, and vessel name and project number.
- 3) A short report by each fish harvester, using a format provided by DFO, on the status of the stocks based on observations during the project.



3.4 Location of Work, Work site and Delivery Point

Positions for the sentinel survey project – longline Gear – Gulf Nova Scotia St. Georges Bay (Project # 3B).

Site No.	Lat	Long
114	45 54.110	61 39.770
120	45 58.991	61 41.333
119	45 48.800	61 46.230
113	45 53.800	61 47.130

Contractors will be paid on the basis of fishing sets or units that meet with the requirements of the scientific protocols. Any fishing sets done outside of the scientific requirements (as to location, time, amount of gear, etc.) will NOT be considered valid, and NO compensation will be paid (Note: This will be STRICTLY ENFORCED). In addition, fishing not consistent with the scientific protocols will contravene the conditions of the fishing license and may result in termination of the contract.

3.5 Language of Work

The language of work shall be English or French.

3.6 Special Requirements

Fishing not consistent with the scientific protocol will contravene the conditions of the fishing license and may result in **termination** of the contract.

3.8 Insurance Requirements

The Contractor must ensure they maintain adequate insurance during all project work.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for these periods:

Sentinel Survey - Longline Gear – Gulf Nova Scotia St. Georges Bay (Project # 3B), from July 2 to November 18, 2017.

5.0 Required Resources or Types of Roles to be Performed

5.1 Fishermen

The contractor must ensure that all participating fishermen are holders of a valid groundfish license in NAFO division 4T and they **MUST** have experience in the groundfish fishery;

5.2 Observers

Observer coverage **MUST** be provided by a certified observer company for the southern Gulf of St. Lawrence (4T).



5.3 Monitoring

Dockside monitoring services **MUST** be obtained from a dockside monitoring firm certified to provide services in the Gulf of St. Lawrence.

6.0 Insurance

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force as per the insurance conditions attached at ANNEX "C" INSURANCE CONDITIONS.



List of dockside monitoring and at-sea observer companies

CATEGORY	CONTACT	ADDRESS	TELEPHONE	FAX
Dockside Monitoring Companies	Pèse-Pêche	North Eastern New Brunswick	(506) 336-1400 (506) 336-1402	(506) 336-1401
	Seefish	South Eastern New Brunswick	(866) 974-5757	
	Chéticamp Monitoring Atlantic Catch Data (Pictou) Fishermen's Monitoring Co. Seefish Dockside Monitors	Gulf Nova Scotia	(902) 224-1100 (902) 485-4683 (902) 485-5275 (902) 243-3014	(902) 224-1086 (902) 485-4954 (902) 382-2256 (902) 243-3622
	Atlantic Catch Data Bay Watch	Scotia-Fundy Sector	(902) 749-5107 (902) 849-2980	(902) 749-4552 (902) 849-3053
	Island Weigh 95 Inc. Hogan's Monitoring Company	Prince Edward Island	(902) 882-3186 (902) 882-2625	(902) 882-5146 (902) 882-2082
	Res-Mar	Québec	(418) 368-1778 or 1-888-450-5055	(418) 368-7257
	Atlantic Catch Data	Newfoundland	(709) 726-7370	(709) 726-7371
Observer Companies	BIOREX Atlantique (N.B.) Website : www.biorex.com	Maison du Commerce 111, blvd St. Pierre-Ouest C.P. 3186 Caraquet, N.B., E0B 1K0	(506) 727-7635	(506) 727-7338
	BIOREX Atlantique (Québec) Website : www.biorex.com	198 Blvd Gaspé Suite 102 Gaspé, Québec G4X 1B1	(418) 368-5597	(418) 368-1372
	Javitech Ltd. Website: www.javitech.ca	604 Bedford hwy, Suite 205 Bedford, (NS) B3M 2L8	(902) 468-9899	



ANNEX "B" BASIS OF PAYMENT

All costs for conducting the project (e.g. Vessel charter costs, salaries for crew members, food, fuel, vessel insurance, repairs and maintenance, dockside monitoring costs, at-sea observer costs, project administration, etc.) are the responsibility of the contractor and should be reflected in the bid price.

Bids are requested on “as per fishing location”, per vessel basis (called a fishing unit) for longline gear.

A fixed budget is available for sentinel projects and the exact number of units will depend on the value of the successful bid.

Bid Pricing:

Your bid is to include the following for Year 2017, and optional years.

Please indicate costs per fishing unit. Normally, there would be 2 fishing units per fishing day up to a maximum of 8 days for a maximum total of 16 units during the period.

Please only bid in the areas of interest. Up to 5 contracts may be awarded.

Gulf Nova Scotia St. Georges Bay (Project # 3B)	2017	Optional Year 2018	Optional Year 2019
<u>TOTAL ALL-INCLUSIVE FIRM* PRICE PER FISHING UNIT (exclusive of GST):</u>	\$	\$	\$

* “**ALL-INCLUSIVE FIRM**” Price per Fishing Unit **MUST** be a firm price and include **ALL** costs for conducting the project - i.e. the gear, charter and operation of the vessel, crew salaries, food, fuel, vessel insurance, repairs and maintenance, observer coverage, dockside monitoring and administration. DFO shall provide the following sampling equipment: measuring board, weigh scale, temperature probe and specialized sampling equipment when required.

NOTE:

- Each vessel is expected to fish on a maximum of 8 days for a maximum of 16 fishing units.
- A performance holdback of 10% will be in place. Monthly payments will be made at a rate of 90% of the price per fishing unit. Providing that 80% of the fishing units per vessel are accomplished according to the ‘detailed protocol for the project’ at each site and a minimum of 2 trips are completed in July , August and September, the holdback will be paid at the same time as the final payment. The last invoice is to be received at the end of the contract. This holdback will not be paid for sites where less than 80% of the total contract work was completed
- A fixed budget is available for sentinel projects and the exact number of units will depend on the value of the successful bids
- Proposed prices are exclusive of Applicable Taxes.
- Depending on DFO’s mandate and availability of funds, this contract may exercise available options for two (2) additional one (1) year periods.
- Option Years will only be in effect if a formal amendment has been signed by the contracting authority and the contractor. These option years may or may not be exercised.



ANNEX "C" – INSURANCE CONDITIONS

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by The Department of Fisheries and Oceans Canada, and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "D" - ADDITIONAL VESSEL CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
- 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
- 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this



Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or 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 the provision for discount or commission to selling agents.



ANNEX “E” MANDATORY EVALUATION CRITERIA

Mandatory Requirements for submissions:

All of the following MANDATORY REQUIREMENTS MUST be submitted with your bid in order to your tender to be considered further. Failure to provide any or all of these MANDATORY REQUIREMENTS will result in disqualification of your tender.

MANDATORY REQUIREMENTS TO BE SUBMITTED WITH YOUR BID:

	REQUIREMENT	SATISFIED	NOT SATISFIED	REFERENCE PAGE
M1.	The contractor MUST be a fishing association			
M2.	The contractor MUST demonstrate that participating captains MUST have experience in the groundfish fishery or in the sentinel surveys.			
M3.	Contractor MUST clearly demonstrate that he has the experience in managing project(s) of similar size and scope.			
M4.	The Contractor MUST provide the names of the vessels, CFVNs, type of gear, names of the captains.			
M5.	The Contractor MUST provide proof of the valid commercial groundfish fishing license (with gear permitted as longline gear) for the southern Gulf of St. Lawrence (NAFO 4T) for each captain.			
M6.	The contractor MUST include the completed positions, indicating its willingness to fish the sites indicated.			
M7.	The Contractor MUST submit the completed Pricing sheet.			

AWARD CRITERIA

The contractor selection will be based on the bid with the lowest cost, provided it meets all the mandatory requirements mentioned above.

In case of equality (meaning when different bidders offer the same cost, and both meet the mandatory requirements set out above), the contract will be awarded to the contractor who participated in the largest number of sentinel longline surveys.

GENERAL:

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



ANNEX "F" VESSEL INFORMATION SHEET

Length of vessel and type of trawl or seine used by the vessels proposed

Longueur du navire et type de chalut ou de senne utilisé pour chacun des navires

Vessel Name Nom du Bateau	CFV/BPC	Total Length (In Feet) Longueur Totale (en pieds)	Trawl Make Modèle de chalut	Amount of Warp & Diameter Montant de Cables et Diametre	Door Type Type de Panneau	Type of Boat (Trawl or Seine) Type de Bateau (Senne ou Chalut)



ANNEX « G » MANDATORY EQUIPMENT

Gulf Region - Région du Golfe / Sentinel Surveys – Relevé Sentinelle

Vessel Name / Nom du bateau: _____
 Year Built / Année de construction: _____
 Owner's name / Nom du propriétaire: _____
 Address / Adresse: _____
 Tel # / # de tél: _____
 Registration # / Immatriculation: _____
 # of crew / # de membres d'équipage: _____

**Mandatory Equipment Required On-Board Vessels /
Équipement obligatoire nécessaire à bord des bateaux**

Description	On board À bord	how many? combien?
Approved standard lifejacket (s) (how many?) Gillet(s) de sauvetage appr. Normalisé (combien?)		
Fire Extinguisher(s) / Extincteur(s) (how many / combien?)		
Approved pyro distress signals (flares) in waterproof container / Signaux pyro de détresse appr dans un cont hermétique		
Equipment for sound signals Signaux sonoré adéquats		
Navigation lights / Feux de navigation		
Fishing Lights and Shapes for fishing Feux et marques pour pêcher		
Radar reflector / Réflecteur radar		
Fire bucket(s) and 1.8m line (how many?) Sceau(x) à incendie et 1.8m de câble (combien ?)		
Lifeboat, skiff, dory or inflatable liferaft Embarcation, esquif., doris ou radeau sauvetage		
Fuel tank shut off valve / Valve d'arrêt pour réservoir		
Efficient bilge pumping arrangements Installation d'épuisement de cale efficaces		
Anchor, chain, cable / Ancre, chaîne, câble		
Ventilation for engine and fuel tank compartment Ventilation moteur et réservoir (naturelle)		
VHF radio and call sign / Indic. d'appel		
Compass / Compas		
First aid kit / Trousse de premiers soins		
Marine charts and publications Cartes marines et publications		
Tow line / Ligne de remorquage		
Search light-Flash light / Projecteur-lampe de poches		

I _____ certify that the above equipment are on-board the vessel and in proper working order.

Je _____ certifie que les équipements mentionnés ci-haut sont à bord du bateau et sont dans l'ordre d'entretien approprié.

Signature

Date

Title / titre



ANNEX “I” - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Crown to Own Intellectual Property Rights

I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

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

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 “Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- I 10.1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.3 “Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- I 10.1.4 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;
- I 10.1.5 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- I 10.1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- I 10.1.7 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

I 10.2 *Disclosure of Foreground Information*



- I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- I 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.
- I 10.3 *Canada to Own Intellectual Property Rights in Foreground Information*
- I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)
- I 10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- I 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.



I 10.4 *License to Intellectual Property Rights in Contractor's Background Information*

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;
- g. 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.

I10 Crown to Own Copyright

I 10.0 Copyright

- I 10.1 In this section,

“Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

- I 10.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

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

or

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

- I 10.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- I 10.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- I 10.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
- I 10.6 At the request of the Minister, 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, in a form acceptable to the Minister, from every author that contributed to the Material.
- I 10.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.