



**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 :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet AICFI Independent Third Party Evaluator		Date 27 June 2017
Solicitation No. – N° de l'invitation F5211-170205		
Client Reference No. - No. de référence du client FP860-17AIC003		
Solicitation Closes – L'invitation prend fin At / à : 1400 ADT (Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) On / le : August 8, 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 Vicki McEwan - Contracting Authority 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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

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

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) (<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.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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



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



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 (1 hard copies **OR** one soft copy in PDF format)

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

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

Section IV: Additional Information (1 hard copies **OR** one soft copy in PDF format))

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

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

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

3.1.1 Exchange Rate Fluctuation

[C3011T \(2010-01-11\), Exchange Rate Fluctuation](#)



Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information



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

See Annex D

4.1.1.2 Point Rated Technical Criteria

See Annex D

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 40(forty) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 65 (sixty-five).

2. Bids not meeting (a)(b)(c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 65 and the lowest evaluated price is \$95.00 per hour (95).

Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		40/65	55/65	60/65
Bid Evaluated Price		\$95.00	\$125.00	\$250.00
Calculations	Technical Merit Score	$40/65 \times 75 = 46.15$	$55/65 \times 75 = 63.47$	$60/65 \times 75 = 69.23$
	Pricing Score	$95/95 \times 25 = 25$	$95/125 \times 25 = 19$	$95/250 \times 25 = 9.5$
Combined Rating		71.15	82.47	78.73
Overall Rating		3rd	1st	2nd

Rounded to decimal points, rounded up after 2nd decimal place.



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.

5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.2 Certifications Required with the Bid

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

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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



5.1.2.2 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

5.1.2.3 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____



The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

5.1.2.4 Former Public Servant

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.

Print & Sign

Date



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 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

6.1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

6.1.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the DFO or the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.

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

6.1.1.5 The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide, attached at Annex C-1;
- b. *Industrial Security Manual* (Latest Edition).

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at security.XNCR@dfo-mpo.gc.ca or at 613 993-3131 by phone.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Annex C-1, providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

6.1.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures

6.1.2.1 The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number



City, Province, Territory / State
Postal Code / Zip Code
Country

- 6.1.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

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>) 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 (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of F5211-170205 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 contract award to 31 March 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 4 (four) additional 1 (one) year 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 (fifteen) 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 : Vicki McEwan
 Title : Team Lead
 Organization : Department of Fisheries and Oceans Canada
 Address : 301 Bishop Dr
 Fredericton, NB E3C 2M6
 Telephone : (506) 452-4065
 Facsimile : (506) 452-3736
 E-mail address : vicki.mcewan@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: (filled in by DFO at 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 (filled in by DFO at 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

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Total Estimated Cost: \$ [filled in at contract award](#)

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

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

6.7.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated cost: \$ [filled in at contract award](#)

6.7.3 Travel Status Time

The Contractor will be able to charge for time spent travelling at the per diem rates set out in the Contract.

6.7.4 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ [filled in at contract award](#). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must



not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.5 Terms of Payment

SACC Manual clause [H1008C](#) (2007-11-30) Monthly Payment

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

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in "The Statement of Work" of the Contract.
Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
2. The Contractor must distribute the invoices and reports as follows:
The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 supplemental general conditions **4009** Professional Services Medium Complexity (2013-06-27);
- (c) the general conditions **2010B** (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List ;
- (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 G1005C (2016-01-28)

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



ANNEX A - STATEMENT OF WORK

1.0 Scope

1.1 Title

Independent Third Party Evaluator for the Atlantic Integrated Commercial Fisheries Initiative Component 4 – *Business Development*.

1.2 Introduction

The Department of Fisheries and Oceans Canada (DFO) has a requirement to establish an Independent Third Party Evaluator (the Evaluator) to provide technical assistance to the Atlantic Integrated Commercial Fisheries Initiative (AICFI) on an “as and when required” basis.

AICFI supports the enhancement of Mi'kmaq Maliseet First Nation (MMFN) Commercial Fishing Enterprises (CFEs) governance, management, administrative and operational structures and practices, to build the capacity and long-term sustainability of their CFEs. In support of these objectives, Component 4 of AICFI provides critical and practical assistance to MMFN CFEs which complement other capacity building activities, including CFE management and technical human resources development, carried out through other components of the program. Component 4 features a Commercial Fisheries Development Opportunity Source (CFDOS), which provides support to MMFN CFEs with strategic diversification initiatives.

In accordance with AICFI's step-by-step approach to support and funding, only those MMFN CFEs that have demonstrated they have implemented adequate governance structures, as well as Business Development Plans with associated management, administrative and operational practices, including implementation of the electronic Fisheries Management System (FMS) or the equivalent, will be considered for CFDOS funding support.

A significant level of funding is available through AICFI Component 4; however, the level of support available to each applicant is limited, and a rigorous application review process is required to achieve a fair distribution. A process is also required to protect the confidentiality of the applications and allow for due diligence. To satisfy these requirements, DFO will establish an Independent Third Party Evaluator (the Evaluator) to provide technical assistance to the AICFI Program Authority with the review and assessment process for applications for AICFI Component 4 funding.

1.3 Term of Contract

Contract award to 31 March 2018. DFO has the right to exercise 4 option years, each for a duration of 1 year at its choice.



Contract award to 31 March 2018, estimated of 190 working days
Option Year 1 – 1 April 2018 to 31 March 2019, estimated 190 days
Option Year 2 – 1 April 2019 to 31 March 2020, estimated 190 days
Option Year 3 – 1 April 2020 to 31 March 2021, estimated 190 days
Option Year 4 – 1 April 2021 to 31 March 2022, estimated 190 days

Based on the recent renewal of AICFI, which included making the program permanent and expanding its eligibility to additional MMFNs, a higher volume of Component 4 applications than previous years may be received, which could augment the level of effort of the Contractor. In addition, DFO may enter into a partnership or partnerships with other Federal Departments or Agencies to co-deliver other activities that would follow the AICFI delivery model. Therefore, the flexibility for an amendment, as well as the option to extend the contract by up to four (4) Fiscal Years is included to accommodate either or both of these scenarios.

1.4 Resource Requirement

DFO requires one (1) qualified private sector contractor who will, on an **“as and when required basis,”** deliver this requirement as described in this Statement of Work. DFO will provide notice of upcoming evaluations during our weekly AICFI CA Activity Conference Calls, where we discuss the status application, and related work plans. In addition, the Project Authority will send formal letters of referral upon receipt of formal applications.

1.5 Objectives of the Requirement

The Evaluator will carry out a review and assessment of applications for AICFI Component 4 support from eligible MMFN communities, particularly in relation to the technical feasibility and practicality of the work proposed and its alignment with the capacity-building and use of the FMS or an equivalent program. Additional work shall include a requirement to review/assist in the development of materials, including policy documentation/statistical reports relating to AICFI, for use by the AICFI Senior Management Aboriginal Policy Committee (SMAPC).

The AICFI Component 4 application and review process outlined below is designed to:

- Achieve fairness and the broadest possible distribution of practical and effective assistance;
- Focus on getting the best return on investment; and
- Help achieve long-term goals of CFE Business Development Plans, e.g., support efforts toward CFE capacity building and sustainability.

Applications will include mandatory supporting documents such as; Work Plan, Schedule and Estimated Costs, and Business Case.



The AICFI Component 4 application and review process is as follows:

- Applications, including the completed application template, a letter from the Chief and Council and other supporting documentation, are submitted by participating MMFN communities to the AICFI Program Authority in DFO.
- The Evaluator receives the application and, within two weeks of receipt from DFO, verifies each application for completeness and undertakes an evaluation by studying the proposal, visiting the community and CFE and travelling to the community to conduct any necessary cross-checking of status and relevant CFE activities, consults with other AICFI team members and conducts any necessary additional research.
- Based on this detailed assessment, the Evaluator prepares a report and recommendations for submission to DFO and for use by the AICFI Application Review Board (ARB).

The rigorous application evaluation process will also be carried out under strict confidentiality by those involved. When projects are approved, details of the work being carried out remain confidential. Decisions concerning release of business and technical details of the work being carried out under approved projects rests with the MMFN community doing the work.

1.6 Background, Assumptions and Specific Scope of the Requirement

Background

AICFI was established in 2007-08 as a five-year program designed to assist the 34 MMFNs affected by the Supreme Court of Canada's decision on the *Marshall* case in Nova Scotia (NS), New Brunswick (NB), Prince Edward Island (PEI) and the Gaspé Region of Québec (QC), with the means to further develop commercial fisheries governance and business skills, in order to build capacity and enhance the long-term sustainability of their CFEs. Since then, the program was renewed on annual basis.

AICFI's long-term objective is to create self-sustaining CFEs whereby eligible Indigenous groups are fully capable of taking complete ownership of fisheries operations and becoming successful, self-sustaining harvesters. The 2017 Federal Budget announced the permanent renewal of AICFI in order to continue the integration of MMFN CFEs into the commercial fisheries including an expansion of the program's eligibility to more MMFN groups.. All eligible MMFNs could apply for support under AICFI, which comprises the following four program components:

- 1) ***Governance Structure Enhancement*** aimed to support the development of organizational structures, through the establishment of written policies and procedures and measures for administration of communal fisheries access, to allow



for the effective and efficient operation of MMFN CFEs.

- 2) **Management Practice Enhancement** addresses shortfalls in general business practices, harvest training and information management. It was designed to improve business management practices through appropriate hiring and training of on-shore personnel. Component 2 also provided for participation in the FMS, a business software system, which allows each First Nations to track all performance indicators (revenues, expenditures, human resources, maintenance, etc.) related to their CFEs.
- 3) **Collaborative Management** aimed to foster MMFN participation in fisheries co-management as a function of long-term capacity-building and successful operation of CFEs. The chief aspect of Component 3 employs Commercial Fisheries Liaison
- 4) **Coordinators** (CFLCs) on a watershed basis to gather and share information among MMFNs and to participate fully in DFO's resource management advisory processes.
- 5) **Business Development** is meant to diversify existing MMFN enterprises through provision of funds for vessel upgrades, new equipment, overhauls of vessels and engines, and improvements to on-shore fish-handling facilities, and other fisheries development costs. MMFN CFEs must demonstrate they have implemented adequate governance structures, as well as Business Development Plans, with associated management, administrative and operational practices to be eligible for Component 4 CFDOS support.

The service providers and organizations involved in the general implementation of the AICFI program include:

- Mi'kmaq Maliseet First Nation (MMFN) Communities and their Commercial Fishing Enterprises (CFEs);
- Atlantic Policy Congress of First Nations Chiefs Secretariat (APC);
- Technical Advisory Committee (TAC);
- Business Development Team (BDT);
- AICFI Program Authority, DFO National Capital Region (NCR);
- DFO Maritimes, Gulf and Regional Staff (including Area Aboriginal Program Coordinators);
- Independent Third Party Evaluator (Evaluator); and
- Application Review Board (ARB).



DFO partnered with the Atlantic Policy Congress of First Nations Chiefs Secretariat (APC) and the Ulnooweg Development Group in the beginning of AICFI to establish an “in-house” Business Development Team (BDT). The BDT was created to minimize the revolving-door use of outside consultants by First Nations. The BDT provides assistance and guidance in the development of Business Development Plans, governance models, advice on business plan implementation and to help, generally, with informed decision-making with respect to the operations of their CFEs.

The BDT has proven to be a critical piece in AICFI program delivery as it is not perceived by MMFNs as a government entity. As a result, BDT members have been able to successfully build a “trusted advisor” relationship with all communities with whom the BDT works.

The Application Review Board (ARB), originally with only three members and two *ex-officio*, was designed to maximize Component 4 CFDOS support available to individual MMFN CFEs and provide an efficient mechanism for the review and quick turnaround of the applications received. In 2010, the ARB’s mandate expanded from the original three staff members for AICFI to four, in order to be able to manage the additional requirements under ACFDI.

In March 2009, DFO established an Independent Third Party Evaluator when Component 4 CFDOS support became available through AICFI, to provide support in meeting the program’s objectives of ensuring a fair distribution of practical and effective assistance to applicants; getting the best return on investment; and helping to achieve the long-term goals of the CFE Business Development Plans. Moreover, the specialized nature of the work and heavy workload necessitated the involvement of outside support of an expert who possesses extensive knowledge and experience in fishing operations and related technical knowledge, together with practical experience acquired through many years of participation in the fisheries.

The Evaluator provided technical assistance to the ARB in evaluating applications, particularly in relation to the technical feasibility and practicality of work proposed and its alignment with the CFE capacity-building and sustainability goals of the AICFI. The work also involved travel to participating communities to visit the CFE in order to develop a thorough understanding of the proposed work and conduct any necessary cross-checking, as well as travel to attend DFO/ARB meetings, as required.

The AICFI approach to governance documentation and business planning and development has complemented and/or led to capacity build-up, which has further encouraged MMFNs to seek support for their commercial fisheries diversification interests, such as opportunities in: fish buying, packaging, processing and marketing; commercial fisheries services – marine servicing including building and repair of vessels and fishing equipment; aquaculture and fish/shellfish grow-up activities; and recreational tourism.



In September 2010, the Atlantic Commercial Fisheries Diversification Initiative (ACFDI) was launched as three-year program (2010-11 – 2012-13) to further support MMFNs to pursue business diversification opportunities in non-harvesting-related commercial fisheries ventures. Funded by INAC's Strategic Partnership Initiative (SPI), through the Federal Framework for Aboriginal Economic Development, ACFDI piggy-backed on the AICFI delivery model and was administered by DFO AICFI Program Authority. Applications for ACFDI support were subject to the same rigorous evaluation process as those received for AICFI CFDOS support, undertaken by the Evaluator established under AICFI.

Through the use of SPI, INAC maintained the delivery of the financial contribution to projects while arranging to assist MMFN CFEs by taking advantage of the existing (proven and tested) AICFI process. The DFO, AICFI Program Authority carried out the management of the diversification activities. The management process included the capacity-building involvement of the APC as service provider with their BDT.

The latter is was expanded from the original four staff members under AICFI to six, in order to be able to cover the wider commercial fisheries subject matter and increased number of projects under ACFDI.

The revival of INAC's SPI ACFDI program is under review, and if approved, the program would be delivered in partnership with DFO under the same delivery mechanism described above.

Assumptions

The same volume of work (and possibly higher) is expected during the AICFI and may add strain to the workload of departmental staff; therefore, outside support of an Independent Third Party Evaluator will be required to ensure the program's service standards are upheld.

Scope of the Requirement

The Evaluator will provide timely and cost-effective assistance to the ARB and DFO by carrying out a full check, analysis and report on the completeness, practicality and relevance of applications for AICFI Component 4 support. The projects will be evaluated as efficiently as possible, on a first-come, first served basis.

Conclusion

During the previous period of AICFI, the majority of participating MMFN communities benefited greatly from the funding and support provided under the programs.



The success thus far of AICFI can to a major extent be attributed to the basic step-by-step approach to support funding and the involvement of First Nation organizations as Evaluator. The step-by-step approach ensures that MMFN CFEs develop the necessary capacity before being eligible for the next level of support.

The 2010 Formative Evaluation of AICFI concluded that the program has been successful to date in achieving its objectives. It found that AICFI is efficiently and economically run, has leveraged significant additional resources and maintains a low overhead cost to total program expenditure. Moreover, First Nations participants have a high level of satisfaction with the program. The Department's second evaluation of AICFI, carried out in 2015, found the initiative continued to perform efficiently and received positive feedback from program participants.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Note: All work will be undertaken on an “as and when” required basis.

It is estimated that between four and five days is required to evaluate each application.

The evaluation process involves the following areas of activity:

- Receive and review each application and complete analysis/research in preparation for discussing the application with the community and BDT;
- Travel to locations throughout NS, NB, PEI and QC to attend meetings with MMFN CFEs and the BDT; and
- Final application analysis, preparation of report and any follow-up work (e.g., discussion with DFO/ARB).

TASKS

The Contractor will be required to perform the following tasks:

- Verify each application for completeness of information needed to carry out a technical evaluation of the proposal, especially in relation to the Work Plan, Schedule and Breakdown of Estimated Costs, and the Business Case.

Confirm that an up-to-date Business Development Plan is in use or is being implemented, and that the FMS (or equivalent) is in use for the fishing licenses, vessels and gear involved in the proposed work. This may involve consulting with the AICFI BDT and the APC.



Evaluate the Work Plan and Schedule and Breakdown of Estimated Costs to determine the practicality of the project, particularly in relation to CFE's capacity to carry out the work within the Fiscal Year.

- Review the Business Case to assess the extent to which it provides an effective justification of the work proposed and how well the work aligns with the AICFI program and the CFE's long-term goals of capacity-building and improved enterprise sustainability.
- If the application is complete and the project is confirmed to be relevant to the long-term goals of the CFE and AICFI's objectives, the Evaluator will prepare a report and recommendations on the application.
- Assist with and/or review policy documentation/statistical reports, and provide technical advice on issues relating to AICFI and other aspects of the fisheries management, if required.

The following activities will be needed to satisfy the requirements:

- Visit the community and CFEs and conduct any necessary cross-checking of status and relevant CFE activities.
- Travel to attend meetings with DFO and the ARB, as required.
- On the contract award, the successful bidder will be expected to attend a two-day orientation session at a central location in NS or NB (to be determined).

Deliverables

The Contractor will submit the following reports:

- All documents relating to the application, analysis and report and recommendations are to be submitted as soon as the work has been completed to the AICFI Program Authority for onward submission to the ARB. (The report on the evaluation of the application must include an explanation of the analysis of the work carried out, levels of funding required, project timing and the results of the evaluation, and be accompanied by recommendations regarding the completeness, practicality and relevance of the project to capacity-building goals of the CFE.)
- A verbal presentation of the application evaluation during ARB meetings, as required.
- Documentation/materials for departmental meetings are to be submitted to DFO, as required.

Taking into account the Evaluator's report and other relevant information, the four-person ARB reviews and provides confidential advice to DFO concerning each



application. Once the AICFI Program Authority receives the ARB's report, departmental processes are applied, including use of evaluation tools, to determine level of funding support available. If the support available is acceptable to the CFE, a contribution agreement (CA) is negotiated with the MMFN community.

The Department and participating MMFN CFE will negotiate and sign a CA, based on the approved activities listed in the Evaluator's Report and endorsed by the ARB.

Reporting Requirements

Monthly progress reports will be submitted to the AICFI Program Authority detailing status and plans related to all applications received.

Detailed Evaluator time and cost reports are also required on a monthly basis.

The exact number of applications expected for review for the period of the contract is not known. For budgetary purposes, it should be assumed that the number of applications received during the contract will be approximately 40.

2.2 Specifications and Standards

Wherever possible, assessment tools to quantify the work, costs and risks will be used rather than more vague quality measures and presented to the AICFI Project Authority.

2.3 Technical, Operational and Organizational Environment

To contain the travel time and associated disbursements within the resources available, the successful bidder must work from a base of operation located within the Atlantic Region of Canada, from which travel distances within the project area will be calculated.

2.4 Method and Source of Acceptance

Detailed assessments of applications will be carried out with communities. Based on the results of the application, the Evaluator prepares a report and recommendations for DFO and for presentation to, and use by the ARB.

Taking into account the Evaluator's report and other relevant information, the four-person ARB reviews and provides confidential advice to DFO concerning each application. Once the AICFI Program Authority receives the ARB's report, departmental processes are applied, including use of evaluation tools, to determine level of funding support available. If the support available is acceptable to the CFE, a contribution agreement (CA) is negotiated with the MMFN community.

The Department and participating MMFN CFE will negotiate and sign a CA, based on the approved activities listed in the Evaluator's Report and endorsed by the ARB.



2.5 Project Management Control Procedures

The AICFI Program Authority will monitor the project to ensure the objectives identified in Section 1.4 of this document are satisfied; and that the work will be completed on time, on budget and the deliverables are of an acceptable quality.

2.6 Change Management Procedures

The AICFI Program Authority will consult with the DFO Contracting Authority should there be a change in the scope of the requirement to determine the options available to accommodate the requirement.

2.7 Ownership of Intellectual Property

Deliverables resulting from this contract will be subject to the Treasury Board Policy on Title to Intellectual Property Rights Arising under Crown Procurement Contracts Policy – Exception 6.5 – Copyright, and thus will be Crown Owned.

3.0 Other Terms and Conditions of the Statement of Work

3.1 Authorities

The AICFI Program Authority, will oversee the administration of the contract, including processing invoices and tracking the activities, and act as the liaison between the Contractor and the DFO Contracting Officer.

3.2 DFO Obligations

The AICFI Program Authority shall provide the Contractor with:

- Access to information pertinent to the work, including government and departmental policies and procedures, publications, etc.;
- Immediate response on the deliverables received; and
- Guidance upon request.

3.3 Location of Work, Work Site and Delivery Point

The majority of the work is expected to be completed at the Contractor's place of business. The work will also include visits to MMFN communities and CFE sites. However, due to existing workload and deadlines, all personnel assigned to this contract resulting from this RFP must be ready to work in close and frequent contact with the AICFI Project Authority and other departmental personnel.



3.4 Language of Work

The work will be carried out in English. However, for those First Nations that operate in the French language, translation must be available to ensure there are no misunderstandings in relation to the application.

3.5 Special Requirements

Conditions of Employment (for the successful bidder/applicant):

- All information contained in applications being reviewed or from other sources must be held strictly confidential.
- The incumbent or contractor has an exclusive relationship with DFO and must disclose any potential conflicts of interest prior to engagement.
- Past or present involvement with any First Nation community or enterprise must be fully disclosed.

3.6 Travel and Living

Travel to attend meetings with participating First Nations and DFO, as required. Travel expenses properly incurred in the execution of the work and authorized in advance by the AICFI Program Authority shall be reimbursed at a cost in accordance with the maximum allowable expenses permitted by the Treasury Board Secretariat/National Joint Council Travel Directive.

Claims for travel and accommodation may be submitted monthly with all original receipts, vouchers or other appropriate documents attached to the Departmental Representative. Refer to 6.7.2 of Contract.

4.0 Applicable Documents and Glossary

4.1 Relevant Terms, Acronyms and Glossaries

ACFDI	Atlantic Commercial Fisheries Diversification Initiative
AICFI	Atlantic Integrated Commercial Fisheries Initiative
APC	Atlantic Policy Congress of First Nations Chiefs Secretariat
ARB	Application Review Board
BDT	Business Development Team
CFE	Commercial Fishing Enterprise
DFO	Department of Fisheries and Oceans Canada
Evaluator	Independent Third Party Evaluator
FMS	Fisheries Management System
INAC	Indigenous and Northern Affairs Canada
MMFN	Mi'kmaq Maliseet First Nation



RFP	Request for Proposal
SMAPC	Senior Management Aboriginal Policy Committee
SPI	Strategic Partnerships Initiative
TAC	Technical Advisory Committee



ANNEX B - BASIS OF PAYMENT

The bidder should include the Tables in their bid proposal, in Section II.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Definition of a Day/Proration

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

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized without the written consent of the Project Authority in advance.

Table 1 – Firm Period: Contract Award to 31 March 2018 inclusive, on an “as needed basis.”

Independent Third Party Evaluator Quantity (1) one resource	Hourly rate	Per day rate	**Estimated 190 days
Name of Proposed Resource: _____	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax
			Subtotal: \$ _____ GST: \$ _____ HST: \$ _____ PST: \$ _____ Total: \$ _____



Table 2 – Option Year 1: 1 April 2018 to 31 March 2019, on an “as needed basis.”

Independent Third Party Evaluator Quantity (1) one resource	Hourly rate	Per day rate	**Estimated 190 days
Name of Proposed Resource: _____	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax
			Subtotal: \$ _____ GST: \$ _____ HST: \$ _____ PST: \$ _____ Total: \$ _____

Table 3 – Option Year 2: 1 April 2019 to 31 March 2020, on an “as needed basis.”

Independent Third Party Evaluator Quantity (1) one resource	Hourly rate	Per day rate	**Estimated 190 days
Name of Proposed Resource: _____	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax
			Subtotal: \$ _____ GST: \$ _____ HST: \$ _____ PST: \$ _____ Total: \$ _____



Table 4 – Option Year 3: 1 April 2020 to 31 March 2021, on an “as needed basis.”

Independent Third Party Evaluator Quantity (1) one resource	Hourly rate	Per day rate	**Estimated 190 days
Name of Proposed Resource: _____	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax
			Subtotal: \$ _____ GST: \$ _____ HST: \$ _____ PST: \$ _____ Total: \$ _____

Table 5 – Option Year 4: 1 April 2021 to 31 March 2022, on an “as needed basis.”

Independent Third Party Evaluator Quantity (1) one resource	Hourly rate	Per day rate	**Estimated 190 days
Name of Proposed Resource: _____	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax	\$ _____ \$ _____ tax
			Subtotal: \$ _____ GST: \$ _____ HST: \$ _____ PST: \$ _____ Total: \$ _____

Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

JUN 06 2017



Contract Number / Numéro du contrat FP860-17AIC003
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Aboriginal Affairs
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Independent Third Party Evaluator for the Atlantic Integrated Commercial Fisheries Initiative		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays : <i>RP</i>	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat FP860-17AIC003
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicats? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
FP66-17AIC003
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				CONSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRIGÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / ADAMS Messagerie / Réseaux Production		✓															
IT Media / Support IT		✓															
IT Linc / Liaison électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX C-1 PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

Contract / file number: F5211-170205

PROJECT TITLE: AICFI Independent Third Party Evaluator

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory (Bidder) : _____

Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

Contracting Security Authority: _____

Date: _____



ANNEX D - EVALUATION CRITERIA

Mandatory and Rated Technical Criteria

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a) The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b) The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation. Submit the charts below indicating on what page(s) of the bid submission the information can be found.
- c) The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year). 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.
- d) For all experience cited, the following information must be identified in the proposed resources' resumes:
 - i) The name of the client organization to whom the services were provided;
 - ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
 - iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

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.

- e) Each technical criterion should be addressed separately.

Mandatory Criteria

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. The bid must meet the mandatory technical criteria specified below in order to proceed in the evaluation process.

Bidder's are to cross reference to what page of their bid proposal the information can be found.



No	<p align="center">Mandatory Criteria</p> <p>NOTE: Each project summary must not exceed one page in length. Name of Proposed Resource: _____</p>	Bidder x-ref to page(s) in proposal
M1	Completed Annex C-1 must be submitted with proposals.	
M2	The proposed resource must be at the Advance Level in written, oral and comprehension in English. See chart below.	
M3	The proposed resource must be at the Basic Level in written, oral and comprehension in French. See chart below.	
M4	The bidder must submit a detailed résumé of the proposed resource(s) holding/obtaining any recognized professional business or accounting designation of the following areas: Certified General Accountant, or Master of Business Management or education (University degree) or any training course or program in other fields. Or a minimum of 20 years of experience involvement in technical operations and/or management of marine commercial fisheries will be acceptable if resource can provide a copy of education or equivalence that is relevant to the scope of work of this Statement of Work.	
M5	<p>The bidder or a proposed resource must provide two (2) samples of work.</p> <p>Samples must meet the following specifications exactly: Must demonstrate that the proposed resource has experience in assessing, monitoring, analysing and reporting on proposals for license purchases, vessel purchases, vessel upgrades, business expansions or general equipment and site requirements of Commercial Fishing Enterprises</p>	



LANGUAGE PROFICIENCY GRID			
	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.

Point Rated Technical Criteria

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

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

No	Evaluation Criteria	Maximum points available	Bidder x-ref to page(s) in proposal
	NOTE: Each project summary must not exceed one page in length.		
R1	The proposed resource demonstrates, using project descriptions, a minimum of ten (10) years of experience in accounting or business that includes the following activities: <ul style="list-style-type: none"> a) Experience in developing business planning techniques, methods and evaluation; development and use of effective business economic analysis techniques and tools; and development and monitoring of business improvement plans at the organizational level. (5 points) b) Experience in developing management/human resources improvement plans and identifying innovations and practices aimed at enhancing knowledge, abilities or capacities of a business 	25	



No	<p align="center">Evaluation Criteria</p> <p>NOTE: Each project summary must not exceed one page in length.</p>	Maximum points available	Bidder x-ref to page(s) in proposal
	<p>enterprise. (5 points)</p> <p>c) Experience in providing business advice and pointing out alternative ways of achieving business goals. (5 points)</p> <p>d) Experience in conducting feasibility studies and business evaluations of work plans in relation to schedules and estimated costs. (5 points)</p> <p>e) Experience in applying analytical capabilities to business activities and related financial reports. (5 points)</p>		
R2	<p>The proposed resource demonstrates, using project descriptions, a minimum of five (5) years of experience in marine commercial fisheries operations harvesting or processing, that will include the following activities:</p> <p>a) Have received training in relation to inshore and/or mid-shore fisheries as follows:</p> <ul style="list-style-type: none"> - Atlantic commercial fisheries operations. - The Atlantic commercial fishing industry. - A solid grounding in fisheries technology in relation to vessel, gear, and other marine-related facilities. (5 points) <p>b) Experience in evaluating operational and individual capacities for managing mid-shore and or inshore commercial fishing operations. (5 points)</p> <p>c) Experience in working with business improvement plans and identifying innovations and practices aimed at incrementally building technical capacity to improve long-term sustainability of in-shore and/or mid-shore commercial fisheries enterprises. (5 points)</p> <p>d) Experience in evaluating and fine-tuning harvesting operations and equipment management to best achieve the harvesting goals of commercial fishing enterprises. (5 points)</p> <p>e) Experience in conducting techno-economic feasibility studies and evaluating proposed changes to commercial fishing operations in the context of associated schedules, estimated costs and expected outcomes. (5 points)</p> <p>f) Experience working with fisheries science issues (including technical changes to fishing strategies and environmental impacts of fishing gear and techniques); and fisheries management (involving fishing grounds, access and quotas). 5 points</p>	30	



No	<p align="center">Evaluation Criteria</p> <p>NOTE: Each project summary must not exceed one page in length.</p>	Maximum points available	Bidder x-ref to page(s) in proposal
R3	<p>The proposed resource demonstrates, using project descriptions, a minimum of five (5) years of experience and skillset in working with the following activities;</p> <p>-Experience working in First Natio communities in relation to marine commercial fisheries issues/projects/training. (5 points)</p> <p>-An understanding of Atlantic First Nations cultural and economic environments and challenges in relation to their involvement.integration in marine commercial fisheries. (5 points)</p>	10	
	<p>Total Score Possible: 65 Minimum/Pass Score: 40</p>		



ANNEX E - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

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.