



**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](mailto: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 :

<b>Title – Sujet</b> Acquisition of Oceanographic In Situ Data of Scientifically Controlled Quality		<b>Date</b> 5 February 2018
<b>Solicitation No. – N° de l'invitation</b> F5211-180031		
<b>Client Reference No. - No. de référence du client</b> FP934-170020		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 1400 AST</b> (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) <b>On / le : 6 March 2018</b>		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Vicki McEwan <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

Table of Contents

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS ..... 3

1.2 STATEMENT OF WORK ..... 3

1.3 DEBRIEFINGS ..... 3

1.4 PROCUREMENT OMBUDSMAN ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS ..... 4

2.3 ENQUIRIES - BID SOLICITATION ..... 4

2.4 APPLICABLE LAWS ..... 4

3.1 BID PREPARATION INSTRUCTIONS ..... 5

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 6**

4.1 EVALUATION PROCEDURES ..... 6

4.2 BASIS OF SELECTION ..... 6

**PART 5 - CERTIFICATIONS ..... 8**

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS REQUIRED WITH THE BID ..... 8

**PART 6 - RESULTING CONTRACT CLAUSES ..... 13**

6.1 SECURITY REQUIREMENTS ..... 13

6.2 STATEMENT OF WORK ..... 13

6.3 STANDARD CLAUSES AND CONDITIONS ..... 13

6.4 TERM OF CONTRACT ..... 13

6.5 AUTHORITIES ..... 13

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 15

6.7 PAYMENT ..... 15

6.8 INVOICING INSTRUCTIONS ..... 15

6.9 CERTIFICATIONS ..... 16

6.10 APPLICABLE LAWS ..... 16

6.11 PRIORITY OF DOCUMENTS ..... 16

**6.12 PROCUREMENT OMBUDSMAN ..... 16**

**6.13 INSURANCE G1005C (2016-01-28) ..... 17**

**ANNEX A - STATEMENT OF WORK ..... 18**

**ANNEX B - BASIS OF PAYMENT ..... 20**

**ANNEX C - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT ..... 22**

**ANNEX D - EVALUATION CRITERIA ..... 26**



## **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](mailto: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](http://www.opo-boa.gc.ca).



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## 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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 5 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.



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## **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 copy in PDF format)

**Section II: Financial Bid** (1 copy in PDF format)

**Section III: Certifications** (1 copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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

#### **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 (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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## **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 [A0222T](#)(2014-06-26), 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 15 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 60 points.
2. Bids not meeting (a) (b) and (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 70% for the technical merit and 30% 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 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. 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 70/30 ratio of technical merit and price, respectively. The total available points equals 60 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		50/60	25/60	35/60
<b>Bid Evaluated Price</b>		\$55,000	\$45,000	\$70,000
<b>Calculations</b>	<b>Technical Merit Score</b>	$50/60 \times 70 = 58.33$	$25/60 \times 70 = 29.17$	$35/60 \times 70 = 40.83$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/45 \times 30 = 30$	$45/70 \times 30 = 19.29$
<b>Combined Rating</b>		82.88	59.17	60.12

**Rounded to decimal points, rounded up after 2<sup>nd</sup> decimal place.**



**PART 5 - CERTIFICATIONS**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will 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](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"

\_\_\_\_\_  
Print Name and Sign

**5.1.2.3 Status and Availability of Resources**

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



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

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Print Name and Sign

#### **5.1.2.4 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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Print Name and Sign

#### **5.1.2.5 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.

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Print Name and Sign



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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the 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](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 31 March 2019 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 additional 1 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 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, Contracting  
 Department: Fisheries and Oceans Canada  
 Directorate: Material and Procurement Services  
 Address: 301 Bishop Dr  
 Fredericton, NB E3C 2M6  
 Telephone: 506 452-4065  
 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: *(Entered at contract award by DFO)*

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: *(Entered at contract award by DFO)***

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_



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## 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 – Quarterly 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.

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

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

### 6.7.2 Limitation of Price

*SACC Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

## 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: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: *(inserted at contract award by DFO)*



6.8.1.2 Invoices to be submitted quarterly (every 3 months)

6.8.1.3 Each invoice must be accompanied by a bulletin reporting progress, modifications to the data set, anomalies found and data inventory in either Word or PDF format.

## 6.9 Certifications

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 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** (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) 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](mailto: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](http://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.



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## ANNEX A - STATEMENT OF WORK

### Title: Acquisition of Oceanographic In Situ Data of Scientifically Controlled Quality

#### 1. PURPOSE

Fisheries and Ocean Canada (DFO) requires in situ data of scientifically controlled quality to support the Global Ice-Ocean Prediction System (GIOPS).

#### 2. BACKGROUND

The Global Ice-Ocean Prediction System of the Canadian Operational Network of Coupled Environmental Prediction Systems (CONCEPTS, an interdepartmental activity involving Environment and Climate Change Canada, DFO and the Department of National Defence), has been in use at Environment and Climate Change Canada's Canadian Meteorological Centre in Dorval, Québec since December 2010.

The Global Ice-Ocean Prediction System consists of a numerical model and a data assimilation component. Assimilation is the process by which recent observations limit the evolution of a model's results, thus improving its prediction capacity.

The framework used by GIOPS is based on the Nucleus for European Modelling of the Ocean (NEMO), which was developed, and is continuously being improved by, a non-profit organization in France (Mercator-Océan). The system has an assimilation component that requires in situ oceanographic data on a daily basis. Given that GIOPS and Mercator-Océan use the same framework, the data flow required for the former must have the same characteristics as that used by the latter.

The categories of these characteristics are format, timeliness and quality. This last characteristic is obtained through a series of scientific algorithms and tests performed on incoming data, with results that are expressed as quality indicators that are then encoded in the data files.

The Global Ice-Ocean Prediction System produces weekly analyses and 10-day ice-ocean forecasts that are then used to initialize and provide boundary conditions for seasonal and regional forecasts. These products are used for sea ice extent forecasts, Coast Guard operations, fisheries and aquaculture management, studying biological parameters, studying regional climate change impacts, assessing risks of extreme weather events and emergency response services (e.g., search and rescue, mitigating spills at sea).

To allow GIOPS to work effectively from an operational standpoint, DFO must secure and ensure a supply of data of scientifically controlled quality in the format required.

#### 3. REQUIREMENTS AND DELIVERABLES

Fisheries and Ocean Canada requires in situ data of scientifically controlled quality to support GIOPS.

The Contractor must provide the global in situ oceanographic temperature and salinity data (sent and collected in real time) from instruments reporting on the Global Telecommunication System (GTS) from an observation period beginning on March 1<sup>st</sup>, 2018 and ending on the contract's expiry date. The data must be supplied daily by file transmission protocol over the Internet.

The Contractor must fulfill, at minimum, the following requirements:



### 3.1. Accessibility

- The data must be supplied daily.
- The data must be supplied by file transmission protocol over the Internet.

### 3.2. Technical Requirements

- Each daily submission must contain in situ oceanographic temperature and salinity data (at surface and at depth) from all platforms reporting on the GTS since the compilation of the last daily submission, from a period of 15 calendar days to 2 calendar days (or less) preceding the submission date. ***For example, a submission made on September 18<sup>th</sup> 2018 must contain data made available on the GTS since the September 17<sup>th</sup> 2018 submission was compiled, with observation dates ranging from September 3<sup>rd</sup> to September 16<sup>th</sup> or later.***
- The required format must be multiprofile netCDF (e.g., version 2.2 described by Wong et al. 2006).
- The observations must be grouped by observation day (UTC) and instrument type.
- The data must comprise of temperature and salinity values at a known, indicated depth, grouped into vertical profiles whose position is indicated (latitude, longitude), with quality indicators resulting from a quality control process that involves:
  - Comparison between in situ data and remotely sensed altimetry data, as described by Guinehut et al. (2004) (or equivalent).
  - Objective analysis, as described in Gaillard et al. (2009) (or equivalent).
  - Temperature and salinity values in the files provided with normal annual and monthly climate values and standard deviation at the closest grid points in the World Ocean Atlas 2009 (or most recent version or equivalent), as described by Locarnini et al. (2010) and Antonov et al. (2010), or in the CORA atlas (Cabanès et al. 2013).
  - Each profile must be associated with a bathymetric value and its distance to the nearest coast must be indicated..
- Files must be sent daily at 2:30 a.m. UTC by FTP.
- The coverage must be global.
- The data must be made available on a daily basis (7 days a week) at a fixed time of the day, by file transmission protocol over the Internet.

### 3.3. Maintenance and Support

- Down time must not exceed seven consecutive calendar days.
- A Contractor's Representative must be available to respond to inquiries within one business day of contact.

### 3.4. Reporting

- The Contractor must provide weekly status reports summarizing disseminations during the previous seven days.
- The Contractor must provide quarterly bulletins regarding modifications to the data set, anomalies found and data inventory.

## 4. CONSTRAINTS

The Contractor must have its algorithms and processes already in place in order to start supplying data immediately upon issuance of a contract.

## 5. LANGUAGE OF WORK

Either French or English is acceptable.



**ANNEX B - BASIS OF PAYMENT**

Bidders are to include this Basis of Payment Table in their bid submission, Section II  
Prices to reflect All-inclusive price, including travel, lodging expenses.

**Firm Period: Contract Award to 31 March 2019.**

Description of Requirement	Cost per day	Estimated 365 days
For work described in Annex A	\$ _____	\$ _____ \$ _____ (tax)

**Option Year 1: 1 April 2019 to 31 March 2020.**

Description of Requirement	Cost per day	365 days
For work described in Annex A	\$ _____	\$ _____ \$ _____ (tax)

**Option Year 2: 1 April 2020 to 31 March 2021.**

Description of Requirement	Cost per day	365 days
For work described in Annex A	\$ _____	\$ _____ \$ _____ (tax)

**Option Year 3: 1 April 2021 to 31 March 2022.**

Description of Requirement	Cost per day	365 days
For work described in Annex A	\$ _____	\$ _____ \$ _____ (tax)



**Option Year 4: 1 April 2022 to 31 March 2023.**

Description of Requirement	Cost per day	365 days
For work described in Annex A	\$ _____	\$ _____ \$ _____ (tax)



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## ANNEX C - OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

### 10 Crown to Own Intellectual Property Rights

#### I 10.0 Canada to Own Intellectual Property Rights in Foreground Information

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

#### I 10.1 *Interpretation*

In the Contract,

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



I 10.2 *Disclosure of Foreground Information*

- I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- I 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

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

- I 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- I 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

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

or

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

- I 10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.  
  
(ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- I 10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor



shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

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

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

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (a) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

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.



## ANNEX D - EVALUATION CRITERIA

### MANDATORY EVALUATION CRITERIA

Proposals which fail to meet the Mandatory Criteria will be deemed non-compliant and given no further consideration. Proposals must provide the necessary documentation to support compliance.

Bidders must include this chart in their bid submission, cross referring to where in their submission the information can be found.

The bidder must provide a summary detailing at minimum 1 (one) project for which the capacities detailed in M1 were demonstrated. The summary must include the name of the organization to which the data were provided, and the dates and duration during which the data were provided.

Criteria Number	Mandatory Requirement	Cross Reference to Proposal (Proposal Page(s) )
M1	<p>The bidder must demonstrate a minimum of five (5) consecutive years of experience supplying the latest global in situ ocean temperature and salinity data from instruments reporting on the Global Telecommunication System with additional scientific quality control.</p>	
M2	<p>The bidder, through its affiliated employees, must have authored at least one published, peer-reviewed study over the past ten (10) years, demonstrating the ability to use remotely sensed altimetry data to detect and estimate quantities contained in in situ oceanographic data.</p> <p><i>The bidder must provide a detailed summary demonstrating the above capacity.</i></p>	
M3	<p>The bidder must provide the data in netCDF multiprofile format.</p> <p><i>The bidder must provide a sample of a netCDF multiprofile oceanographic data file it generated in the last month in the form of a CDL representation including global attributes, dimensions, variables and variable attributes (ncdump -h).</i></p>	
M4	<p>The bidder must have access to oceanographic profiles transmitted on the Global Telecommunication System of the World Meteorological Organization.</p> <p><i>The bidder must provide a table with a list of WMO ids of platforms which reported oceanographic observations on the GTS on February 1, 2018. The list will be verified and vetted against an equivalent compiled list by DFO for accuracy.</i></p>	



### POINT-RATED EVALUATION CRITERIA

The Bidder's Technical Bid will be scored out of a total of 60 available points. The Technical Bid must achieve a minimum score of 15 points.

Criteria Number	Rated Criteria	Score Grid	Cross Reference to Proposal (Proposal Page(s) )
R1	<p>Experience in addition to the mandatory 5 (five) years required by M1.</p> <p>The bidder is to provide a statement demonstrating the above capacity, including the name of the organization to which the data were provided, and the dates and duration during which the data were provided.</p>	<p>5 points per additional year to a maximum of 25 points.</p> <p>/25</p>	
R2	<p>The bidder is involved in a minimum of one project or international committee whose purpose is to develop the capability to measure and predict oceans' physical parameters.</p> <p><b>Include a detailed summary including the name of the project or committee, the international auspices under which it falls, and the number of years involved.</b></p>	<p>3 points per project or committee, up to a maximum of 15 points.</p> <p>Projects with a minimum of 1 year involvement will receive 2 additional points per year of involvement up to a maximum of 10.</p> <p>/25</p>	
R3	<p>Published papers in addition to the 1 (one) required by M2.</p> <p><i>The bidder should provide a statement demonstrating the above capacity.</i></p>	<p>5 points per additional paper, up to a maximum of 10 points.</p> <p>/10</p>	
<p>Total Score Available : 60 Minimum Score Required: 15</p>			