



**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 STANDING OFFER**

**DEMANDE D'OFFRES À COMMANDES (DOC)**

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> <b>Development and Maintenance of a CKAN System for Spatial Datasets Management</b>		<b>Date</b> October 25, 2019
<b>Solicitation No. – N° de l'invitation</b> F5211-200003		
<b>Client Reference No. - No. de référence du client</b> FP197-190025		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 PM AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) <b>On / le :</b> November 14, 2019		
<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>  Hannah State Senior Contracting Officer <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

<b>PART 1 - GENERAL INFORMATION</b>	<b>4</b>
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS	4
<b>PART 2 - OFFEROR INSTRUCTIONS</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.4 APPLICABLE LAWS	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS	7
<b>ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE</b>	<b>8</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>9</b>
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>13</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	13
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	13
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS</b>	<b>16</b>
6.1 SECURITY REQUIREMENTS	16
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES</b>	<b>17</b>
<b>A. STANDING OFFER</b>	<b>17</b>
7.1 OFFER	17
7.2 SECURITY REQUIREMENTS	17
7.3 STANDARD CLAUSES AND CONDITIONS	17
7.4 TERM OF STANDING OFFER	18
7.5 AUTHORITIES	18
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
7.7 IDENTIFIED USERS	19
7.8 CALL-UP PROCEDURES	19
7.9 CALL-UP INSTRUMENT	20
7.10 LIMITATION OF CALL-UPS	20
7.11 FINANCIAL LIMITATION	20
7.12 PRIORITY OF DOCUMENTS	20
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	20
7.14 APPLICABLE LAWS	21
<b>B. RESULTING CONTRACT CLAUSES</b>	<b>22</b>
7.1 STATEMENT OF WORK	22
7.2 STANDARD CLAUSES AND CONDITIONS	22
7.3 TERM OF CONTRACT	22

7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	22
7.5	PAYMENT .....	22
7.6	INVOICING INSTRUCTIONS .....	23
7.7	INSURANCE .....	24
	<b>ANNEX "A" – STATEMENT OF WORK.....</b>	<b>25</b>
	<b>ANNEX "B" – BASIS OF PAYMENT .....</b>	<b>30</b>
	<b>ANNEX "C" STANDING OFFER REPORTING .....</b>	<b>32</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Standing Offer Reporting, and any other annexes.

### **1.2 Summary**

The objective of this SOA is to acquire the services of a Contractor to provide professional services related to the design, implementation, review, and maintenance of tools to manage spatial data for Pacific Canada.

By the One (1) Standing Offer will be issued for this requirement.

Standing Offer Period will be from date of issuance until March 31, 2022 with one (1) two (2) year optional period that may be exercised by DFO.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2019-03-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Offers**

Offers 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 RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.4 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy)
- Section II: Financial Offer (1 soft copy)
- Section III: Certifications (1 soft copy)

**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.**

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3 – Pricing Schedule.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Section 5.2.3.3 Electronic Payment Instruments, to identify which ones are accepted.

If Section 5.2.3.3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

**A – INITIAL CONTRACT PERIOD – Contract Award to March 31, 2022**

Resource Name(s): _____				
No.	Category of Resource	Estimated Level of Effort* (Days) (A)	Firm Per Diem Rate (B)	Total Cost C = (A*B)
1	CKAN System Development and Maintenance Analyst	240	\$ _____	\$ _____
<b>Evaluated Price (Exclusive of taxes and exclusive of travel):</b>				\$ _____
<b>Applicable Taxes:</b> (Insert the amount, as applicable):				\$ _____

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

**B – OPTIONAL PERIOD 1 – April 1, 2022 to March 31, 2024**

Resource Name(s): _____				
No.	Category of Resource	Estimated Level of Effort* (Days) (A)	Firm Per Diem Rate (B)	Total Cost C = (A*B)
1	CKAN System Development and Maintenance Analyst	60	\$ _____	\$ _____
<b>Option 1 Evaluated Price (Exclusive of taxes and exclusive of travel):</b>				\$ _____
<b>Applicable Taxes:</b> (Insert the amount, as applicable):				\$ _____

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

<b>EVALUATED PRICE</b>	
Subtotal for Initial Offer Period:	\$ _____
Subtotal for Optional Offer Period One:	\$ _____
<b>Total Evaluated Price (Exclusive of Taxes and Exclusive of Travel):</b>	\$ _____



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>Evaluation Instructions</b>	
<p>The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out.</p> <p><b>The experience must be clearly identified by providing:</b></p> <ul style="list-style-type: none"> <li>• <b>The project name;</b></li> <li>• <b>The name of the client organization;</b></li> <li>• <b>The period during which the service was provided (month and year); and</b></li> <li>• <b>A detailed outline of the services provided</b></li> </ul> <p><b>Please note bidders must complete the following charts and include with their bid submission.</b></p>	

<b>TABLE A</b>		
<b>MANDATORY CRITERIA</b>		
<b>No.</b>	<b>Mandatory Criteria</b>	<b>Cross Reference to Proposal Page No.</b>
<b>M1</b>	<p><b>Experience in Oceanographic and/or Biological Data</b></p> <p>The Bidder 's Proposed Resource <b>must</b> have a minimum of 12 months of <b>recent*</b> experience in working with oceanographic and/or biological data used by Fisheries and Oceans.</p> <p><b>*Recent is defined as within the last 72 months of the bid closing date.</b></p>	
<b>M2</b>	<p><b>Experience with a CKAN system</b></p> <p>The Bidder's Proposed Resource <b>must</b> have a minimum of 12 months of <b>recent*</b> experience in developing a CKAN system</p>	

	including the use of programming languages (Python and Javascript).  <b>*Recent is defined as within the last 72 months of the bid closing date.</b>	
<b>M3</b>	<b>Experience applying metadata standards</b>  The Bidder's Proposed Resource <b>must</b> have <b>recent*</b> experience in applying metadata standards within a Canadian federal government organization.  <b>*Recent is defined as within the last 72 months of the bid closing date.</b>	

#### 4.1.1.2 Point Rated Technical Criteria

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

Bids **MUST** achieve an overall minimum score as specified in the table below of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain the minimum score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

Each point rated technical criterion should be addressed separately.

<b>TABLE B</b>				
<b>POINT RATED CRITERIA</b>				
<b>No.</b>	<b>Rated Criteria</b>	<b>Max Points</b>	<b>Points Breakdown</b>	<b>Cross Reference to Proposal Page No.</b>
<b>R1</b>	<b>Experience with Federal Spatial Planning Initiatives</b>  The Bidder should demonstrate that the Proposed Resource has previous federal project experience in any of the following: <ul style="list-style-type: none"> <li>• Marine Conservation Targets; OR</li> <li>• Ocean Protection Plan (or its predecessor); OR</li> <li>• Marine Spatial Planning</li> </ul>	<b>20</b>	<b>Points will be awarded as follows:</b>  <b>1 project = 5 points</b> <b>2-3 projects = 10 points</b> <b>4-5 projects = 15 points</b> <b>6 projects or more = 20 points</b>	
<b>R2</b>	<b>Experience with Spatial Data Sets</b>  The Bidder should demonstrate	<b>20</b>	<b>Points will be awarded as follows:</b>  <b>2 points for each spatial</b>	

	<p>that the Proposed Resource has previous experience preparing context-specific spatial data sets in <b>BOTH</b> of the following areas:</p> <ul style="list-style-type: none"> <li>• Preparing spatial dataset for Pacific Canadian waters; <b>AND</b></li> <li>• Preparing Harmonized North American Profile (HNAP)-compatible metadata file</li> </ul>		<p><b>dataset prepared for Pacific Canadian waters up to a maximum of 10 points</b></p> <p><b>2 points for each HNAP-compatible metadata file prepared up to a maximum of 10 points</b></p>	
<p><b>Total Evaluated Score: (Minimum points required: 25):</b></p>		<p><b>/40</b></p>		

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T \(2016-01-28\)](#), Evaluation of Price

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

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 25 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
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 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture,

appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

SACC *Manual* clause [M3020T](#) (2016-01-28) Status of Availability of Resources

#### **5.2.3.2 Education and Experience**

SACC *Manual* clause [M3021T](#) (2012-07-16) Education and Experience

#### **5.2.3.3 Electronic Payment Instruments**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International)

#### **5.2.3.4 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension?

YES ( )                      NO ( )

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES ( )                      NO ( )

If so, the Offeror 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.

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**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Signatory**

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer:

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html>) website.



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer:

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Supplemental General Conditions**

[4006](#) (2010-08-16) Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Standing Offer.

##### **7.3.3 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated in the

report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annually reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to March 31, 2022.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **one (1) two (2) year period**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hannah State  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive  
Fredericton, New Brunswick, E3C 2M6  
Telephone: 506-429-2622  
E-mail address: [DFOtenders-soumissionsMPO@DFO-MPO.GC.CA](mailto:DFOtenders-soumissionsMPO@DFO-MPO.GC.CA)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be identified at Standing Offer award)*

Name: \_\_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

**7.5.3 Offeror's Representative** *(to be identified at Standing Offer award)*

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

**7.6 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.

**7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada

**7.8 Call-up Procedures**

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Technical Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B".

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the call-up form PWGSC-TPSGC 942 – Call-up Against a Standing Offer.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be filled in at offer issuance) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) [4006](#) (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
- e) [2010B](#) (2018-06-21), General Conditions – Professional Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Standing Offer Reporting;
- i) the Offeror's offer dated \_\_\_\_\_ (to be inserted at Standing Offer Award)

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **7.14 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010B \(2018-06-21\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

[4006 \(2010-08-16\)](#), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The Contractor will be paid firm hourly rates stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at Offer issuance). 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% committed, or
- b. four 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.

### 7.5.3 Method of Payment

The following methods of payment will apply:

1. *SACC Manual* clause [H1000C](#) (2008-05-12), Single Payment
2. *SACC Manual* clause [H1008C](#) (2008-05-12), Monthly Payment

### 7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, and vouchers for all direct expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the following email address:  
[DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)
  - b. One (1) copy must be forwarded to the Project Authority identified in the call-up.

## **7.7 Insurance**

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



## **ANNEX "A" – STATEMENT OF WORK**

### **1.0 Title**

#### **Development and Maintenance of a CKAN System for Spatial Datasets Management**

### **2.0 Background**

DFO's Ecosystem and Science Division (ESD), Science Branch, Pacific Region, is developing spatial data products including representations of bottom type, habitat suitability, productivity, resource distribution, and vulnerability to support a variety of federal programs including the Ocean Protection Plan, the Marine Conservation Target, and Stock Assessment. The analyses underlying these products will draw on a variety of input data, in a variety of formats, and apply a variety of conceptual and statistical methods. A core objective of these efforts is to advance the department's understanding of valued species distributions which, given the absence (and unfeasibility) of comprehensive surveys, will rely on the development and validation of Habitat Suitability Models (HSM).

The Marine Spatial Ecology and Analysis (MSEA) section has been established to address pressing marine spatial planning, conservation, and protection objectives. MSEA has an immediate need to organize spatial datasets in a central location, where they are well documented, searchable, and easily accessible. No such central location currently exists, which impedes the discovery of such datasets and has resulted in duplication.

The project will address this issue by providing a system that will help to ensure scientists have access to the latest information, and that the information is well documented. It will also provide a layer of security to ensure that sensitive information is only accessible to authorized personnel.

A prototype has been developed using the open-source CKAN system. CKAN is a tool for making data management portals (<https://ckan.org/>). It provides functions for managing and publishing collections of data. It is used by national and local governments, research institutions, and other organizations who collect a large number of datasets. This system is used by the OpenData website for the Federal Government. Further development is needed to enhance this tool, as well as some maintenance activities.

### **3.0 Objectives**

The purpose of this request is to acquire the services of a Contractor to provide professional services related to the design, implementation, review, and maintenance of tools to manage spatial data for Pacific Canada. The successful Contractor is required to have a comprehensive knowledge of the physical and biological data sets available for Pacific Canadian waters, and demonstrated experience managing, developing, evaluating, and documenting spatial data using a variety of methods depending on data availability and quality. The successful Contractor will have demonstrated expertise in geographic data, spatial data management, and metadata standards and production. The Contractor will also have demonstrated expertise working collaboratively within the federal framework.

#### 4.0 Standing Offer Agreement (SOA) Period

**Start Date: Upon SOA award**

**End Date: March 31, 2022**

**Optional Extension:**

**One (1) 2-year optional period may be exercised by DFO.**

#### 5.0 Scope of Work

The Contractor is responsible for but not limited to the following tasks and deliverables:

- 5.1 Further development of the existing CKAN system to increase functionality. The potential components to increase functionality include, but are not limited:
  - 5.1.1 Offer a web map preview of spatial data layers using the CKAN geoview extension, or with a link to an external web map service.
  - 5.1.2 Create a contacts drop-down list that populates all contact fields (email, title, address, etc.) to save time when entering metadata.
  - 5.1.3 Require user to provide a change comment each time a resource is replaced.
  - 5.1.4 Autocomplete for Species Code that match both species code and species name
  - 5.1.5 Restrict non-science keywords to those from the Thesaurus dataset
  - 5.1.6 Enable the Follow functionality for Datasets (disable for organizations). Change the Follow button to "Add to Favorites" and display favorite datasets for the user with a star.
  - 5.1.7 Create a user interface allowing dataset owners or group admins to assign fine-grained permissions for each combination of user/group x dataset. Create a similar tool to assign fine-grained permissions for system administrators.
  - 5.1.8 Allow user registration and provide a management interface to assign users to groups, and assign permissions for each combination of user/group x dataset.
  - 5.1.9 Upgrade the code to the latest compatible version.
  - 5.1.10 Develop a system that allows advanced search capabilities.
  - 5.1.11 Develop a data disclaimers system that would be shown before allowing data download.
  - 5.1.12 Track individual user download events. At time of download, offer the user the option to subscribe to email notifications for updates to the dataset.
  - 5.1.13 Develop and produce any other upgrade to the system that will increase the usefulness of the system.
- 5.2 Train DFO staff to develop and maintain the tools in development as well as perform future upgrades.

- 5.3 Contribute to the organization of data products for ease of access by DFO staff, and distribution to Open Data, and to the maintenance of data quality and data currency.
- 5.4 Develop a sister system to access datasets and documents needed by internal Emergency Incident Coordinators (EIC). Once developed, increased functionality as developed for the existing system may be further modified to be specific for the EIC needs.

Any CKAN codes added or modified as a results of these tasks and any materials for any training developed will be provided to DFO as part of the Standing offer.

## **6.0 Method and Source of Acceptance**

All services rendered under this standing offer are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized.

In addition, any work undertaken as part of this standing offer will be provided to DFO on a regular basis for review and consultation. No completed improvements/upgrades will be accepted without an approved, co-developed scoping document, and any CKAN source code.

## **7.0 Reporting Requirements**

The Contractor's resources must report to the Project Authority, and provide regular updates including:

- Weekly Progress Reports identifying work completed during the reporting period and any work that is still outstanding;
- Report to the Project Authority any special circumstances or events affecting the provision of the required services;
- Attend meetings as required

## **8.0 Location of Work**

The majority of work will be carried out at the Contractor's own place of business. The Contractor's resource may be required to attend on-site face-to-face meetings, at the Project Authority's discretion. On-site meetings would take place either at DFO Headquarters located in Vancouver, BC or at the Pacific Biological Station in Nanaimo, BC or at the Institute of Ocean Sciences located in Sidney, BC. In addition, the Contractor's resource is required to travel to the locations listed above to deliver training sessions.

## **9.0 Travel and Living**

At the Project Authority's discretion, the Contractor's resource may be required to travel to Vancouver, Nanaimo and/or Sidney, BC to deliver training sessions and to attend periodic on-site meetings. All approved travel and living expenses will be covered as per [Treasury Board's Travel Directive](#).

## 10.0 Language Requirements

The work for this Contract will be carried out in English. All reporting deliverables must be submitted in English and the Contractor's resource(s) must have an Advanced proficiency in English for the written, verbal and comprehension areas as described in the table below.

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

## 11.0 Intellectual Property

The Department of Fisheries and Oceans, as a representative of the Crown, has determined that any intellectual property (the "Foreground") arising from the performance of the work under the contract will belong to the Contractor.

The Crown will require a royalty-free licence to have the right to use, or have used by a third party, the Foreground owned by the Contractor for Government of Canada activities. The right to use the Foreground could include, without being limited to, the right to manufacture, reproduce and modify.

All datasets provided by DFO Project Technical Authority under this contract will be returned to DFO by the Contractor. The Contractor shall not use or disclose any datasets DFO provided for

any purpose other than completing the work under the contract, and shall not dispose of it except by returning it to DFO.

## 12.0 References

- Gregr EJ, Lessard J, Harper J. 2013. A spatial framework for representing nearshore ecosystems. *Progress in oceanography*. 115:189-201.
- Gregr, E.J., Gryba, R., Li, M.Z., Alidina, H., Kostylev, V., and Hannah, C.G. 2016. A benthic habitat template for Pacific Canada's continental shelf. *Can. Tech. Rep. Hydrogr. Ocean Sci.* 312: vii + 37 p.
- Masson D, Fine I. Modeling seasonal to interannual ocean variability of coastal British Columbia. *Journal of Geophysical Research: Oceans*. 117(C10).
- Peña MA, Masson D, Callendar W. Annual plankton dynamics in a coupled physical–biological model of the Strait of Georgia, British Columbia. *Progress in Oceanography*. 146:58-74.
- Thupaki, P., Foreman, M., Hannah, C. G., and Cummins, P. F. 2016. Tidal circulation along the Northern Coast of British Columbia, Canada, *Can. Tech. Rep. Hydrogr. Ocean Sci.* 310: vi + 31

**ANNEX “B” – BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following firm per diem rates for the provision of all services associated with the Contract, including all associated costs necessary to carry out the required work. All deliverables are F.O.B. Destination. Customs duties are included, and Applicable Taxes are extra.

**A – INITIAL CONTRACT PERIOD – Contract Award to March 31, 2022**

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

<b>Resource Name:</b> _____			
No.	Category of Resource	Number of Required Resources	Firm Per Diem Rate
1	<b>CKAN System Development and Maintenance Analyst</b>	1	\$ _____

**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 and private vehicle allowances specified 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".

Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

Total Estimated Cost – Limitation of Expenditure: \$ \_\_\_\_\_ (to be filled in at Contract award).  
Applicable Taxes are extra.

**B – OPTIONAL PERIOD 1 – April 1, 2022 to March 31, 2024**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid the following firm per diem rates for the provision of all services associated with the Contract, including all associated costs necessary to carry out the required work. All deliverables are F.O.B. Destination. Customs duties are included, and Applicable Taxes are extra.

<b>Resource Name:</b> _____			
<b>No.</b>	<b>Category of Resource</b>	<b>Number of Required Resources</b>	<b>Firm Per Diem Rate</b>
<b>1</b>	<b>CKAN System Development and Maintenance Analyst</b>	<b>1</b>	<b>\$_____</b>

**ANNEX "C" STANDING OFFER REPORTING**

Sample Report:

<b>Call-up Date</b>	<b>Call-up Number</b>	<b>Description of Service/Purchase</b>	<b>Project Authority</b>	<b>Date of Completion of Work</b>	<b>Price</b>	<b>Qty</b>	<b>Extended Total</b>