

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

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

 ${\bf Email - courriel:} \ \underline{\bf DFO tenders - soum is sions MPO@d fo-}$

mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title - Sujet Safest Catch Train	ing	Date March 23, 2016	
Solicitation No. – F5211-150362	Nº de l'invitation		
Client Reference I F3732-155869	No No. de référence du c	lient	
Solicitation Close	s – L'invitation prend fin		
At /à: 2:00 ADT(A	tlantic Daylight Time)/ HAA (heure avancée de	
On / le : Monday, A	April 11, 2016		
F.O.B. – F.A.B Destination GST – TPS See herein — Voir ci-ir inclus Duty – Droits See herein — Voir ci-ir			
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus			
Instructions See herein — Voir ci-inclus			
Address Inquiries Adresser toute de Cathi Harris	to – mande de renseignements	s à	

Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée
Vendor Name, Address and Represet représentant du fournisseur/de l'	entative – Nom du vendeur, adresse entrepreneur:
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized or print) – Nom et titre de la person fournisseur (taper ou écrire en cara	ne autorisée à signer au nom du

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Signature	Date
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

Attached at Annex A.

1.3 Debriefings

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

1.4 Procurement Ombudsman

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete section 01 in its entirety.

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

Delete section 02 in its entirety.



Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

Canada

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 **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:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

Signature	Date

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **6** 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.

1.02.1.100002

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copies OR one soft copy in PDF format)

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

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

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

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Proposals must include:

- Description of the relevant experience in delivering training in marine safety, commercial fishing or Aboriginal fisheries as it applies. The bidder should clearly describe the years of training experience, number and nature of relevant courses provided as well as a description of their expertise in a subject matter.
- 2. Curriculum vitae or description of credentials of qualified personnel who will be providing the training.
- 3. Costing table that clearly distinguishes professional service fees (rates and days worked) and travel expenses (see Annex B).

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.

No.	Mandatory	Meets Yes/No
M1	Recognized training institution that has permission to use safest catch training material.	
M2	Capacity to deliver training in both official languages.	

4.1.1.2 Point Rated Technical Criteria

Criteria	Points	Years of experience	Number of pertinent courses given	Breadth of experience (quality and type of courses)	Cross- reference to Proposal
R1. Experience in maritime training of commercial fisherman (navigation, fishing techniques, etc.)	20	1 year = 1 pt 2 years = 2 pts 3 years = 3 pts 4 years = 4 pts 5 + years = 5 pts	1-5 courses = 1 pt 6 -10 courses = 2 pts 11-15 courses = 3 pts 16-20 courses = 4 pts 20 + = 5 pts	Has limited expertise = 5 pts Has adequate expertise = 7.5 pts Has extensive expertise = 10 pts/ 10 pts	

		•			
1			5 pts		
R2. Experience in delivering marine safety or safest catch training	30	1 year = 1 pts 2 years = 2 pts 3 years = 3 pts 4 years = 4 pts 5 + years = 5 pts / 5 pts	0-5 courses = 1 pt 6 -10 courses = 2 pts 11-15 courses = 3 pts 16-20 courses = 4 pts 20 + = 5 pts / 5 pts	Has limited expertise = 5 pts Has adequate expertise = 7.5 pts Has extensive expertise = 10 pts/ 10 pts Has delivered safest catch training 1 or 2 courses) = 5 pts Has delivered 3 or more safest catch training courses/ 10 pts	
R3. Experience in providing training to Aboriginal fishing crews	10	1 year = 1 pts 2 years = 2 pts 3 years = 3 pts 4 years = 4 pts 5 + years = 5 pts / 5 pts	0-5 courses = 1 pt 6 -10 courses = 2 pts 11-15 courses = 3 pts 16-20 courses = 4 pts 20 + = 5 pts / 5 pts		
TOTAL	60				

4.1.2 Financial Evaluation

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

4.2 Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.

- 2. Bids not meeting (a) or (b) 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 60% for the technical merit and 40% 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 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technic	cal Score	115/135	89/135	92/135
Bid Evaluated I	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rati	ng	83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

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

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

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 Certifications Precedent to Contract Award

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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

5.1.2 Certifications Required with the Bid

5.1.2.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

5.1.2.2 Education and Experience

SACC Manual clause A3010T (2010-08-16), Education and Experience

5.1.2.3 Contractor's Representative

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

The Contractor's Representative for the Contract is:

5.1.2.5 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.

1 3211-130302

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:

		actor.
	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:
officer:	The fo	llowing certification signed by the contractor or an authorized
		y that I have examined the information provided above and that it is and complete"
		Signature
		Print Name of Signatory

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

Attached 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

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

Section 31 – Integrity Provisions – Contract of Fisheries and Oceans Canada referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Supplemental General Conditions

4009 (2013-06-27), 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 March 31, 2017 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 two (2) additional one (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:

Cathi Harris Name:

A/Team Lead, Contracting Title: Fisheries and Oceans Canada Department: Directorate: Procurement Hub - Fredericton

301 Bishop Drive, Fredericton NB E3C 2M6 Address:

Telephone: 506-452-3639

6.

Telephone:

	E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
6.5.2	Project Authority
	The Project Authority for the Contract is:
	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
	Name:

6.7 **Payment**

Basis of Payment 6.7.1

Secretariat of Canada.

6.7.1.1 Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations
under the Standing Offer, the Contractor will be paid an amount not to exceed \$
(insert amount at contract award). Customs duties are
included and Applicable Taxes are extra

Travel and Living Expenses

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

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

Estimated	Cost.	\$

- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 **Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

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

- 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.

6.7.4 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30), T1204-Direct Request by Customer Department

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - 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;
 - a copy of the release document and any other documents as specified in the Contract.
 - 3. Invoices must be distributed as follows:
 - a. The original copy must be forwarded to dfo-mpo.gc.ca for certification and payment.

6.9 Certifications

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4009</u> (2013-06-27), Professional Services, Medium Complexity:
- (c) the general conditions <u>2010B</u> (2015-09-03), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on ____ " and insert date(s) of clarification(s) or amendment(s))

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

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

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6.13 Insurance G1005C (2016-01-28)

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

ANNEX "A" STATEMENT OF WORK

MARINE SAFETY TRAINING COURSE FISHERIES AND OCEANS CANADA QUEBEC REGION

1 - CONTEXT

DFO programs for Aboriginal fisheries aim at improving the socio-economic conditions for the First Nations by increasing their participation in commercial fisheries. In particular, DFO aims to increase the number of Aboriginal employees on fishing vessels operated by First Nations and increase their professional skills and their ability to perform the job safely.

Under the Canada Shipping Act, 2001, vessel owners are required to fully understand the regulatory requirements that apply to their operations and ensure that they are conducted in full compliance at all times. The owners are also responsible for developing procedures for the safe operation of their vessel, to deal with emergencies and to ensure that their crew receives security training.

DFO wants to implement a marine safety program for Aboriginal fishing vessels and their crews during the 2016 fishing season, and possibly extend it to 2017 and 2018. To achieve this goal, DFO has chosen to implement a proven marine safety training program called Safest Catch. This specialized program was developed by the Fish Safe organization in British Columbia and has been provided to commercial fishermen in that province since 2004.

Safest Catch is a practical training exercise in managing maritime safety that is specific to a particular vessel and its crew. The Safest Catch training aims to educate and provide fishermen with tools to properly document and manage the safety procedures on board their vessel. It is an on-board, hands-on, vessel-specific marine safety management program. With the help of a qualified trainer, the captain and crew members are guided through a review of the on board safety equipment and procedures, taking into account the layout of the vessel. This training will ensure that all crew members are prepared to respond to emergencies on board that vessel.

2 - SUPPORT AND EDUCATIONAL ACTIVITIES

DFO is soliciting bidders to provide a safety training program that meets the highest industry standards in marine safety, such as those of Safest Catch.

The selected provider will offer hands-on training and support services to Aboriginal crew members regarding of safety procedures on board commercial fishing vessels.

3 - TARGET CLIENTELE

The target clientele of this training are the 11 Aboriginal fisheries organizations in Quebec, that operate about 40 fishing vessels with a crew of over 150 fishermen.

4. OBJECTIVE OF TRAINING SESSIONS AND TEACHING APPROACH

Qualified training personnel will provide:

- An assessment of the safety equipment on board specific vessels;
- An assessment of the crew's knowledge of safety procedures and ability to operate safety equipment;
- Guidance in managing marine safety on board commercial fishing vessels;

- Simulations of emergency situations or practical exercises to effectively carry out proper safety procedures;
- Advice and guidance to draft a safety management plan: a documented manual of procedures that is specific to each vessel.

At the completion of safety training program, each vessel and its crew will have acquired:

- Knowledge on managing marine safety, including the regulatory requirements of commercial fishing vessels;
- Practical know how of safety procedures onboard fishing vessels;
- A manual of procedures to guide the actions of the crew in various emergency situations;
- A certification stating that the vessel and crew meets marine safety requirements.

5 - OUTLINE OF THE TRAINING

Each vessel requires at least two days of marine safety training.

The first day on board includes interviews and discussions with the captain and crew members determining their experiences with fishing and emergencies at sea as well as understanding the various types of emergencies that can occur and how to prevent and respond to each. They review the safety equipment that is carried on board the vessel. Trainer will examine each piece and ensuring all crew members know how to operate the equipment, know its location in case of an emergency and know when it requires servicing or inspection. The next step is to conduct drills responding to the various types of emergencies including fires, collisions, adverse weather and carrying out actions such as abandoning ship. The trainer also take the crew through the vessel outlining maintenance tips, identifying potential leaks or hazards, providing important information about fishing vessel stability and training requirements.

On the second day, which is preferably the next day, the trainer will help the captain, and crew if necessary, to develop and document a Safety Management Plan. This includes a method of documenting emergency plans and procedures, locations of hazards, equipment and controls such as pumps, valves, etc. that would be used in an emergency response. Depending on the size of the vessel it may take a few days to complete the Safety Management Plan. The trainer will provide guidance in the process for the first day and can be available to provide further assistance.

It is important that the Captain takes responsibility for completing and maintaining a Safety Management Plan. This demonstrates that he has effectively taken ownership of safety on his vessel. In addition, the trainer must review the final version of this plan to determine if it is complete before providing certification.

6 - TERMS AND DURATION OF TRAINING

- 1. The training will be offered to a portion of the 40 Aboriginal fishing vessels in Quebec as budget and time constraints allow.
- The fishermen must be trained in their Aboriginal community or at a nearby the fishing port: Natashquan, Havre St-Pierre, Sept-Îles, Baie Comeau, Escoumins, Gaspé, Rivière-au-Renard, Grande-Rivière and Rimouski.
- 3. The selected supplier will be responsible for providing the training on fishing vessels at their port of call.
- 4. Reimbursement of travel expenses (travel allowance) for the supplier will be based on Treasury Board of Canada policy.
- 5. Travel expenses for the participants will not be reimbursed.
- 6. The selected supplier will coordinate the various training sessions with DFO according to demand (expressions of interest in Aboriginal communities), taking into account the most cost effective way to deliver training to the most vessels.
- 7. The selected supplier must notify DFO of any scheduled training 14 days prior to giving the training.

- Canada
 - 8. DFO reserves the right to cancel a course without any charges if he deems that the number of participants is not sufficient. DFO will notify the contractor of the cancellation no later than seven calendar days before the date set for the course.
 - 9. The training sessions will be held over two consecutive days.
 - 10. The sessions will be conducted in French, English, or in both languages, according to the language of crew members being trained.
 - 11. Some of the training material needed for the training may be provided by DFO

7- TRAINING COST

The bidder must provide an accurate estimation of costs of providing training at specific ports of call.

First, the bidder must provide the per diem rate of professional services and other cost (if any) of providing marine safety training to 1 boat and crew, taking into account the type of vessels (coastal, mid-shore, offshore). See table 1.

Second, the bidder must also provide travel estimates for at least one (1) visit to each community at their closest port of call, at which time it will provide at least two (2) days of training for one (1) boat and its crew. See table 2.

Since some communities have more than one boat, and that these are of different type, actual costs will vary. Depending on community demand, for example, the selected supplier may need to train 2 boats over 4 or 5 days or rather 1 boat over 2 or 2 ½ days. The selected supplier may also need to travel twice to one community if demand (number of boats) is greater. We must also consider the fact that the actual time spent on training and follow-up (Safety Management Plan) may be more than 2 days if the boat is larger or safety requirements more complex.

ANNEX "B" BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid.

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

Definition of a Day/Proration

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

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Table 1: Professional services and other expenses

Type of	Per diem	Total	Other	TOTAL
vessel	Rate	(training	expense	Unit cost
		services)	(if any)	per
				course
Costal				\$
Mid-				\$
shore				
Offshore				\$
TOTAL				\$

Table 2: Travel estimates (travel allowance)

	Estimated travel costs per visit											
Aboriginal Community	Km travelled	Total travel cost	Hotel		Meals		Other costs	TOTAL For 1 visit				
			Nights	Total \$	days	Total \$						
Essipit												
Pessamit												
Uashat												
AMIK												
Ekuanishit (Shipek)												
Natashquan												
Unamen Shipu (La Romaine)												
Listuguj												
Gespeg												
Gesgapegiag												
Malécite de Viger												
TOTAL								\$				

Receipts must be submitted for invoiced project expenses, except meals and incidentals can be invoiced at the current rates defined by the Treasury Board of Canada Travel Directive Appendix C (http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php).

Vehicle kilometres can be invoiced at the current rates defined by the Treasury Board of Canada Travel Directive Appendix B (http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng).

Guidelines for allowable accommodation and rental vehicle costs are defined by the Treasury Board of Canada Travel Directive (http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php) and current government rates are listed on the Accommodation and Car Rental Directory (http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx). Invoices for accommodation or car rentals must include receipts.

TOTAL:			
Table 1 \$	+ Table 2 \$	= \$	+ GST/HST

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

			on / Classification de sécurité rotégé A
	the Branch of Colors		
PART A (continued) PARTIE A (suite)			
 Will the supplier require access to PRC Le fournisseur aura-t-II accès à des rer if Yes, indicate the level of sensitivity: Dans l'affirmative, Indiquer le niveau de 		C information or assets? désignés PROTEGÉS et/ou CLASSIFIÉ	S? No Yes
 Will the supplier require access to extre Le fournisseur aura-t-il accès à des rer 	ernely sensitive INFOSEC information or seignements ou à des biens INFOSEC	essets: de nature extrêmement délicate?	No Yes
Short Title(s) of material / Titre(s) abre	gé(s) du matériel :		
Document Number / Numéro du docum		to express the property of	
PART B • PERSONNEL (SUPPLIER) / P/ 10 a) Personnel security screening level r			
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
TOP SECRET SIGNT TRÈS SECRET - SIGNT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Form Commentaires spéciaux :	ation dans des locaux privés et	à bord des bâteaux des commur	autés autochtones.
NOTE: If multiple levels of scree REMARQUE: Si plusieurs niveau	ning are identified, a Security Classificat x de contrôte de sècurité sont requis, un	ion Guide must be provided. guide de classification de la sécurité doi	It être fourni.
May unscreened personnel be used Du personnel sans autorisation sécr	for portions of the work?	du travali?	No Yes
If Yes, will unscreened personnel be Dans l'affirmative, le personnel en q	escorled:	(D)(c	L. Non D Yes
PART C - SAFEGUARDS (SUPPLIER) / INFORMATION / ASSETS / RENSEIGN		ON (FOURNISSEUR)	
11. a) Will the supplier be required to rece		SSIFIED information or assets on its site	or No TYes
premises?		ignements ou des blens PROTÉGÉS et/	V Non L Ou
11. b) Will the supplier be required to safe	guard COMSEC information or essets? èger des renseignements ou des biens (COMSEC?	No Yes
PRODUCTION			
 c) Will the production (manufacture, as equipment occur at the supplier's si Les installations du fournisseur sen PROTÉGÉ et/ou CLASSIFIÉ? 	le or premises?	TECTED and/or CLASSIFIED material o Vou réparation et/ou modification) de ma	V Non ☐ Out
INFORMATION TECHNOLOGY (IT) ME	DIA / SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (TI)	
		produce or store PROTECTED and/or our trailer, produire ou stocker électroniq	No Yes
11. e) Will there be an electronic link betw Disposera-t-on d'un lien électroniqui gouvernementale?		overnment department or agency? risseur et celui du ministère ou de l'agen	Non Ye
			r cent centre.
TBS/SCT 350-103 (2004/12)		n / Classification de sécurité rotégé A	Canada

Government Gouvernement du Canada

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

PART A - CONTRACT INFORMATION / PARTIE 1. Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origin	ation	Branch or Directorate / Direction greation des pêches / GRAAA	enerale ou Direction
Pêches et Océans Canada			
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3. b) Name and Address	s of Subcontractor / Nom et adresse du	sous-trailant
4. Brief Description of Work - Brève description du	travall	a da ha	do
Donner de la formation sécuri pêches à toute Locaux du MPO.	es les communautés autochtones du Qu	iébec, en devers	Cos
 a) Will the supplier require access to Controlled Le fournisseur aura-t-ll accès à des marchan 	Goods? dises contrôlées?		No Yes
 b) Wil the supplier require access to unclassifie Regulations? Le fournisseur aura-l-il accès à des données Règlement sur le contrôle des données tech 	techniques militaires non classifiées qui so		No Yes
6. Indicate the type of access required - Indiquer k	••		
Will the supplier and its employees require a Le fournisseur ainsi que les employés auron (Specify the level of access using the chart is (Préciser le niveau d'accès en utilisant le tab	ccess to PROTECTED and/or CLASSIFIED t-lls accès à des renseignements ou à des b n Question 7. c) feau qui se trouve à la question 7. c)	Information or assets? elens PROTÉGÉS el/ou CLASSIFIÉS?	Non Yes
b) Wit the supplier and its employees (e.g. cles No access to PROTECTED and/or CLASSIF Le fournisseur et ses employés (p.ax. rettoy L'accès à des renseignements ou à des bler	ners, maintenance personnel) require accer FIED information or assets is permitted.	ss to restricted access areas?	Non Yes
is this a commercial courier or delivery requires S'agit-il d'un contrat de messagerie ou de liv	raison commerciales sans entreposage de		No Yes
7. a) Indicate the type of information that the supp			devra avoir acces
7. b) Release restrictions / Restrictions relatives à	NATO/OTAN	Foreign / Étranger	
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser	_		_
Restricted to: / Limité à :	Restricted to: / Limité à :		
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays	: Specify country(les): / Préci	ser le(s) pays :
The second secon			
7. c) Level of Information / Niveau d'Information		A service of the serv	
PROTECTED A PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTEGÉ A	
PROTECTED B PROTEGE B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTEGE B	STATE OF STATE
PROTECTED C PROTEGÉ C	NATO CONFIDENTIAL / NATO CONFIDENTIAL	PROTECTED C PROTEGÉ C	
CONFIDENTIAL CONFIDENTIAL	NATO SECRET	CONFIDENTIAL CONFIDENTIEL	
SECRET	COSMIC TOP SECRET	SECRET	
TOP SECRET TRÉS SECRET	Marie Committee	TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRES SECRET (SIGINT)		TOP SECRET (SIGINT) TRES SECRET (SIGINT)	
36-15-0	Security Classification / Classifica Protégé A	tion de sécurité	Canada



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Security Classification / Classification de sécurité Protégé A

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formation / Assets enseignements / Biens														
oduction														
Media upport TI														
Link en électronique														
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