



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Nova Scotia  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> STCW Refresher Training	
<b>Solicitation No. - N° de l'invitation</b> W010X-17H020/A	<b>Date</b> 2016-08-25
<b>Client Reference No. - N° de référence du client</b> W010X-17-H020	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-208-9920	
<b>File No. - N° de dossier</b> HAL-6-77064 (208)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-09-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> LeBlanc, JoAnne	<b>Buyer Id - Id de l'acheteur</b> hal208
<b>Telephone No. - N° de téléphone</b> (902) 496-5010 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN HALIFAX NOVA SCOTIA B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9  
Nova Scot

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

**TITLE: Standard of Training Certification and Watchkeeping (STCW) refresher training in the Halifax, Nova Scotia area for up to thirty-eight (38) members of QHM**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

**PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Communications - Solicitation Period
- 2.5 Applicable Laws

**PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

**PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Statement of Requirement
- 6.2 Standard Clauses and Conditions
- 6.3 Security Requirement
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Proactive Disclosure of Contracts with Former Public Servants
- 6.7 Payment
- 6.8 Invoicing Instructions
- 6.9 Certifications and Additional Information
- 6.10 Applicable Laws
- 6.11 Priority of Documents
- 6.12 Defence Contract
- 6.13 Insurance

**List of Annexes:**

- Annex A Statement of Requirement
- Annex B Basis of Payment
- Annex C to Part 3 of the Bid Solicitation - Electronic Payment Instrument
- Annex D DND 626 Task Authorization Form
- Annex E Evaluation Criteria
- Annex F Integrity Provisions – List of Board of Directors

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation document is divided into six parts plus attachments and annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, DND 626 Task Authorization Form and any other annexes.

### **1.2 Summary**

The Department of National Defence has a requirement of refresher training on an as-and-when required basis, for Standard of Training Certification and Watchkeeping (STCW), for up to 38 members of Queen's Harbour Masters (QHM) based on the STCW Manila 2010 rules before the deadline of January 1<sup>st</sup>, 2017 as outlined by Transport Canada.

The four (4) or five (5) day combined instructor led refresher training addresses the requirements of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, as amended by the 2010 Manila conference (STCW Manila 2010). This refresher training is required by Transport Canada for all marine officers' at the STCW level onboard auxiliary vessels.

The period for this contract will be from date of contract award to December 31, 2016.

This requirement contains Canadian Content.

### **1.3 Debriefs**

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.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (**2016-04-04**) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **2.3 Former Public Servant (to be completed by Supplier)**

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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W010X-17H020/A		hal208
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
W010X-17-H020	HAL-6-77064	

---

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 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, 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.

## **2.4 Communications - Solicitation Period**

All enquiries must be submitted to the Contracting Authority no later than six (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.

Solicitation No. - N° de l'invitation W010X-17H020/A	Amd. No. - N° de la modif. File No. - N° du dossier HAL-6-77064	Buyer ID - Id de l'acheteur hal208 CCC No./N° CCC - FMS No./N° VME
---	---	--

---

## 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 Nova Scotia.

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 sections as follows:

Section I: Technical Bid (2 copies)  
Section II: Financial Bid (1 copy)  
Section III: Certifications (1 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; and
- (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 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, print double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should clearly address and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

## **Section II: Financial Bid**

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

### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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.

## **Section III: Certifications**

Bidders must submit the certifications and additional information 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Evaluation**

Refer to Annex E, Mandatory Technical Evaluation Criteria.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W010X-17H020/A		hal208
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
W010X-17-H020	HAL-6-77064	

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. **Bidders must complete Annex F, attached herein.**

#### 5.2.2 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

**The Bidder certifies that:**

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at [Annex A](#).

#### 6.1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 6.1.1.1 Task Authorization Process ([B9054C](#))

**Task Authorization:**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

**Task Authorization Process:**

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex D.
2. The *Task Authorization (TA)* will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W010X-17H020/A		hal208
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
W010X-17-H020	HAL-6-77064	

---

3. The Contractor must provide the Technical Authority, within **14 calendar days** of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.1.1.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$15,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,
  - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - "Minimum Contract Value" means \$1,500.00
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.1.1.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by *Base Logistics, CFB Halifax*. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **6.2 Standard Clauses and Conditions**

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

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

### **6.2.1 General Conditions**

2035 (2016-04-04), General Conditions – High Complexity - Services, apply to and form part of the Contract.

### **6.3 Security Requirement**

**6.3.1** There is no security requirement applicable to this Contract.

### **6.4 Term of Contract**

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

The period of the Contract is from date of Contract award to December 31, 2016.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

JoAnne LeBlanc  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
1713 Bedford Row  
Halifax, Nova Scotia B3J 1T3  
Telephone: 902-496-5010  
Facsimile: 902-496-5016  
E-mail address: [joanne.leblanc3@pwgsc.gc.ca](mailto:joanne.leblanc3@pwgsc.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 Technical Authority**

The Technical Authority for the Contract is:

Will be completed upon Contract award.

The Technical 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 Technical Authority; however, the Technical 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.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

### 6.5.3 Contractor's Representative (to be completed by Supplier)

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

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Procurement Business Number (PBN): \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, and profit (if applicable), as determined in accordance with the Basis of Payment in [Annex B](#), to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

#### 6.7.2 Limitation of Expenditure – Cumulative of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_ (will be completed at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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 Method of Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

#### **6.7.4 Electronic Payment of Invoices – Contract**

(will be included at contract award if applicable, and revised accordingly if and where applicable)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

#### **6.8 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.
  - a. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

**Ministère de la Défense nationale  
Maritime Forces Atlantic  
Bldg D206, Room 204  
P.O. Box 99000 Station Forces  
Halifax, N.S. B3K 5X5**

#### **6.9 Certifications and Additional Information**

##### **6.9.1 Compliance**

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

##### **6.9.2 SACC Manual Clauses**

A3060C (2008-05-12), Canadian Content Certification

#### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be inserted at contract award).

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions - 2035 (2016-04-04) General Conditions – Higher Complexity - Services;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment (if applicable);
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_.

### **6.12 Defence Contract**

SACC Manual clause A9006C (2012-07-16), Defence Contract

### **6.13 Insurance**

SACC Manual clause G1005C (2008-05-12), Insurance

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX A** **STATEMENT OF REQUIREMENT**

**TITLE:** Standards of Training, Certification and Watchkeeping (STCW) Refresher Training, within the Halifax Regional Municipality

### **1. OBJECTIVE**

- 1.1. To provide refresher training, on an as and when needed basis, for members of Queen's Harbour Masters (QHM) based on the STCW Manila 2010 rules before the deadline of January 1<sup>st</sup>, 2017 as outlined by Transport Canada.

### **2. BACKGROUND**

- 2.1. The four (4) or five (5) day combined instructor led refresher training addresses the requirements of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, as amended by the 2010 Manila conference (STCW Manila 2010). This refresher training is required by Transport Canada for all marine officers' at the STCW level onboard auxiliary vessels.

### **3. REFERENCES**

- 3.1. Marine Personnel Regulations (SOR/2007-115)  
(<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2007-115/page-1.html>)
- 3.2. Ship Safety Bulletin (<http://www.tc.gc.ca/eng/marinesafety/bulletins-2015-09-eng.htm>)
- 3.3. TP 10655 - Recognized Establishments and approved training courses  
(<http://www.tc.gc.ca/eng/publications-marine-abstracts-598.html#tp10655>)

### **4. SCOPE**

- 4.1. The contractor shall provide the following training on an as and when needed basis, including but not limited to,
  - 4.1.1. Basic Safety Training (IAW Reference 3.1)
  - 4.1.2. Survival Craft and Rescue Boats (IAW Reference 3.1)
  - 4.1.3. Advanced Fire Fighting (IAW Reference 3.1)
- 4.2. The contractor shall register all participants and confirm registration in writing with the Technical Authority.

### **5. TASKS**

- 5.1. The contractor shall provide training for up to thirty-eight (38) members of QHM in the combined refresher training.
- 5.2. The contractor shall complete registration upon receipt of a Department of National Defence (DND) 626 Task Authorization.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

- 5.3. The course shall take place at the contractor's site within the Halifax Regional Municipality (HRM).
- 5.4. The contractor shall provide all materials and training equipment required to conduct both practical and theoretical modules.

## **6. CONSTRAINTS**

- 6.1. **The contractor shall be a recognized institution as defined in *Marine Personnel Regulations (SOR/2007-115)***
- 6.2. The contractor shall ensure that their instructor is fully qualified to provide each of the required courses as per the training standards.
- 6.3. The contractor shall guarantee a minimum of four (4) course offerings on their course calendar during the contract period.
  - 6.3.1. The contractor's course calendar and any amendments must be submitted to the Technical Authority and the Contracting Authority one week prior to course start date.
- 6.4. All registration shall be authorized by a Task Authorization issued by the Technical Authority.
- 6.5. All registration shall be chosen in consultation with the Technical Authority a minimum of one (1) participant per course.
- 6.6. Canada reserves the right to cancel any registration, without reason, within two (2) business days of the course start date at no cost to Canada.
  - 6.6.1. All cancelations shall be submitted to the contractor in writing by the Technical Authority as soon as possible. An amendment to the Task Authorization will follow.

## **7. CLIENT SUPPORT**

- 7.1. The client unit shall nominate their members for training and ensure that that they attend scheduled training at the contractor's facility.

## **8. SCHEDULE**

- 8.1. All work under this contract is on as and when needed basis and shall be authorized by a Task Authorization.
- 8.2. The contract period shall begin on the date of contract award and remain valid until December 31<sup>st</sup>, 2016.

## **9. DELIVERABLES**

- 9.1. The contractors course catalogue.
- 9.2. The contractor shall provide a Transport Canada approved certificate of completion for the level achieved to each successful participant.

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "B"**  
**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract as specified in Annex A, the Contractor will be paid as follows.

Bidders are to provide an all-inclusive fixed cost per student per refresher training, as listed below.

All Prices must include all materials and training equipment required to conduct both practical and theoretical modules. All taxes should be listed separately.

REQUIRED REFRESHER TRAINING:

**- Basic Safety Training (IAW Reference 3.1)**

\$ \_\_\_\_\_ per student per completed training course for up to 38 students

**- Survival Craft and Rescue Boats (IAW Reference 3.1)**

\$ \_\_\_\_\_ per student per completed training course for up to 38 students

**- Advanced Fire Fighting (IAW Reference 3.1)**

\$ \_\_\_\_\_ per student per completed training course for up to 38 students

**Applicable Taxes are extra @ 15%**

*Maximum funding available for this contract resulting from the bid solicitation cannot exceed \$80,000.00 (taxes included).*

Solicitation No. - N° de l'invitation

W010X-17H020/A

Client Ref. No. - N° de réf. du client

W010X-17-H020

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-6-77064

Buyer ID - Id de l'acheteur

hal208

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX C to Part 3 of the Bid Solicitation**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

Solicitation No. - N° de l'invitation

W010X-17H020/A

Client Ref. No. - N° de réf. du client

W010X-17-H020

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-6-77064

Buyer ID - Id de l'acheteur

hal208

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX D**

**DND 626 Task Authorization Form**

(See attached herein)

Solicitation No. - N° de l'invitation  
W010X-17H020/A  
Client Ref. No. - N° de réf. du client  
W010X-17-H020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-6-77064

Buyer ID - Id de l'acheteur  
hal208  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX E**  
**EVALUATION CRITERIA**

**MANDATORY EVALUATION CRITERIA**

At bid closing time, the contractor must comply with the following mandatory requirements and provide the necessary documentation to support compliance.

Any Proposal, which fails to meet the following mandatory requirements will be deemed non-responsive and will not be given further consideration.

**VERY IMPORTANT:** Each requirement should be addressed separately and in detail.

MR	Criteria	MET / NOT MET
	<b>Bidders Qualifications:</b> Bidder <b>MUST</b> meet or exceed all of the following certifications. Proof of certification for each of the following <b>MUST</b> be submitted with the bid.	
MR1	Must be an approved training course listed in Transport Canada TP 10655. Course offers refresher level training for Basic Safety Training, Survival Craft and Rescue Boats, and Advanced Fire Fighting at the Officer level.	
MR2	Must be within local (Halifax Regional Municipality) area. Participants are responsible for own transportation.	



**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p> <p>Date for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ont à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.