



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, Ontario K1A 0E6

Email - courriel: [DFOtenderssoumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenderssoumissionsMPO@dfo-mpo.gc.ca) and  
[Ginette.AliagaGallo@dfo-mpo.gc.ca](mailto:Ginette.AliagaGallo@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

**There are no Security Requirements associated with this Request for Proposal**

Comments: - Commentaries :

<b>Title – Sujet</b> Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in English.		<b>Date</b> September 29, 2020
<b>Solicitation No. – N° de l'invitation</b> FP802-200006/A1		
<b>Client Reference No. - No. de référence du client</b> F7003-19E235		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00 PM EDT(Eastern Daylight Time) <b>On / le :</b> October 20, 2020		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> Contractor's training facilities		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Ginette Aliaga <b>Email – courriel:</b> <a href="mailto:Ginette.AliagaGallo@dfo-mpo.gc.ca">Ginette.AliagaGallo@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

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

1.1 SECURITY REQUIREMENTS .....3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS .....3

1.4 TRADE AGREEMENTS .....3

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

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

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....6

2.5 APPLICABLE LAWS.....6

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 7**

3.1 BID PREPARATION INSTRUCTIONS .....7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 8**

4.1 EVALUATION PROCEDURES.....8

4.2 BASIS OF SELECTION - MANDATORY TECHNICAL CRITERIA.....9

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 10**

5.1 CERTIFICATIONS REQUIRED WITH THE BID .....10

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....10

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

6.1 STATEMENT OF WORK.....13

6.2 STANDARD CLAUSES AND CONDITIONS.....13

6.3 TERM OF CONTRACT .....14

6.4 AUTHORITIES .....15

6.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (*IF REQUIRED*) .....15

6.6 PAYMENT .....16

6.7 INVOICING INSTRUCTIONS .....16

6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....17

6.9 APPLICABLE LAWS.....17

6.10 PRIORITY OF DOCUMENTS .....17

6.11 INSURANCE - NO SPECIFIC REQUIREMENT.....17

6.12 REPLACEMENT OF SPECIFIC INDIVIDUALS .....17

**ANNEX "A" - STATEMENT OF WORK..... 20**

**ANNEX B - BASIS OF PAYMENT ..... 24**

**ANNEX C TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS ..... 26**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security clearance requirements, but there are security requirement clauses indicated in Section 6.1 for this requirement.

### **1.2 Statement of Work**

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **Appendix "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 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement; Canada-Chile Free Trade Agreement; Canada-Colombia Free Trade Agreement; Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; Canada Panama Free Trade Agreement.



## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

Bids must be submitted only to the bid receiving unit of Fisheries and Oceans Canada (DFO) no later than 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:



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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 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/saved sections as follows:

**Section I: Technical Bid** (1) one soft copy in PDF format

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

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

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

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

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment- Annex B

##### **3.1.1 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 “D” 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

##### **Evaluation of Proposals**

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated

The Bidders must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.





**It is mandatory that the following information be provided by the Supplier:**

**MANDATORY CRITERIA**

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	Within the bid submission, the bidder <b>MUST</b> provide a copy of the proof document that both the proposed instructor(s) and institution are currently approved by Transport Canada to teach Marine Emergency Duty (MED) 6.3 in English (Advanced Fire Fighting)		
<b>M2</b>	Within the bid submission, the bidder <b>MUST</b> provide proof that an EXN 24 Transport Canada certificate is issued to each student after course completion. Providing an example of the certificate will suffice.		
<b>M3</b>	Bidder's <b>MUST</b> provide a COVID-19 health and safety plan with the bid.		

**4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.2 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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

### **5.2 Certifications Precedent to 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 provided will render the bid non-responsive.

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

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

#### **5.2.2 Federal Contractors Program for Employment Equity - 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



**5.2.3 Additional Certifications Precedent to Contract Award**

**5.2.3.1 Status and Availability of Resources**

SACC clause [A3005T \(2010-08-14\)](#) Status and Availability of Resources applies to this requirement

**5.2.3.2 Education and Experience**

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

\_\_\_\_\_

For the Bidder

\_\_\_\_\_

Date

**5.2.3.3 Contractor's Representative (*Bidder to complete*)**

The Contractor's Representative for the Contract is:

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

**5.2.3.4 Supplementary Contractor Information (*Bidder to sign*)**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

**a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

**b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_



- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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- 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:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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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 Statement of Work

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

### 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.2.1.1 Subsection** 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

**Delete:** 2010B 10 (2020-05-28) Invoice submission

**Insert:** Invoice submission

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. deduction for holdback, if applicable;



- k. the extension of the totals, if applicable; and
  - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract award to August 31<sup>st</sup>, 2021 inclusive

#### **6.3.2 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 period(s) 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 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.



**6.4 Authorities**

**6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ginette Aliaga  
Title: Senior Procurement Officer  
Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 200 Kent Street  
Ottawa, Ontario  
K1A 0E6  
Telephone: 343-540-9331  
E-mail address: [Ginette.AliagaGallo@dfo-mpo.gc.ca](mailto:Ginette.AliagaGallo@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.

**6.4.2 Project Authority**

The Project Authority for the Contract is: *(to be provided at the time of contract award)*

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.4.3 Contractor's Representative**

*(to be provided at the time of contract award)*

**6.5 Proactive Disclosure of Contracts with Former Public Servants *(if required)***

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.



## 6.6 Payment

### 6.6.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (**TBD at the time of contract award**). Customs duties are included and Applicable Taxes are extra.
- 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.

### 6.6.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.6.3 Method of Payment – Monthly Payments

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 6.6.4 Electronic Payment of Invoices – Contract

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

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

## 6.7 Invoicing Instructions

- 6.7.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;





c. a copy of the required reports,

**6.7.2** Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) and provides the required information as stated in subsection 6.8.1 above.

## **6.8 Certifications and Additional Information**

### **6.8.1 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 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia

### **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2020-05-28) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C Electronic Payment Instruments
- (f) 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)*)

### **6.11 Insurance - No Specific Requirement**

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.

### **6.12 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



- a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **6.13 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### **6.14 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either



[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## **ANNEX "A" - STATEMENT OF WORK**

### **1. TITLE**

The Canadian Coast Guard College requires the services of a qualified Contractor who can provide Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in English.

### **2. BACKGROUND**

The Canadian Coast Guard College is a part of Fisheries and Oceans Canada. Located in Sydney, Nova Scotia, the Coast Guard College is responsible for training Ship's Officers for the Coast Guard Fleet. The Canadian Coast Guard Officer Training Program (CCGOTP) is a comprehensive 45 month training program. Graduates of the CCGOTP receive a Transport Canada Certificate of Competency as either a Watch Keeping Mate or 4th Class Engineer.

Prior to taking the required exams for their Transport Canada Certificate of Competency, Officer Cadets must successfully complete Marine Emergency Duties (MED) STCW 6.3 Advanced Fire Fighting.

STCW 6.3 Advanced Fire Fighting is an approved Transport Canada Course that meets the Standards of Training Certification and Watch Keeping (STCW 95), Table A-VI/3 requirements set out by the International Maritime Organization (IMO).

An approved STCW 6.3 Advanced Fire Fighting course is normally delivered over five (5) days (40 hours total) – with three (3) days of classroom and theory and two (2) days of practical training.

### **3. OBJECTIVES OF THE REQUIREMENT**

The objective of this contract is to provide STCW Advanced Fire Fighting training to the Canadian Coast Guard College for the initial contract period ending August 31, 2021 with options to extend the contract period for an additional two (2) one (1) year periods to an estimated of 50 students during each contract period.

### **4. SCOPE OF WORK**

The Contractor is required to deliver STCW Advanced Fire Fighting to candidates enrolled in the CCG-OTP. The training must meet the current requirements set out in Standards of Training Certification and Watch Keeping (STCW 95), Table A-VI/3 and must be approved by Transport Canada. The Contractor must deliver the most current version of the training course and material for this training certification. Previous versions will not be accepted. This course is usually delivered in the fall of each year, however, in these unprecedented times, course delivery periods may vary within the Academic year (November-April). The contractor must provide COVID-19 protocols, safety measures and all plans associated with training.



## **5. DELIVERABLES**

- 5.1 The Contractor must supply the required amount of instructors so that the student to instructor ratio does not exceed the levels set out by Transport Canada Marine Safety Branch which is currently 12 students per course.
- 5.2 The Contractor must supply all course material, personal protective equipment, and any other items that are required for the completion of the course (current and most up to date version is required)

## **6. RESOURCE REQUIREMENTS**

The Canadian Coast Guard College is seeking a qualified Contractor that has been approved by Transport Canada to deliver the Services described in this Statement of Work.

The Contractor must determine if other individuals or experts are required in order to complete the work and meet the deliverables required.

The Contractor must provide COVID-19 protocols, safety measures and all plans associated with training.

## **7. LOCATION OF WORK**

All training must be delivered at the Contractors' facilities with COVID-19 protocols in place.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

## **8. TRAVEL**

There is no travel requirements for the Contractor.

## **9. METHOD AND SOURCE OF ACCEPTANCE**

The Project Authority shall have the right to reject any service that is not considered satisfactory and in accordance to the standards and training material approved by Transport Canada. The Contractor must provide approved training as set out in STCW 95 Table A-VI/3. All certificates must be supplied to the Project Authority as described in deliverables.

## **10. OWNERSHIP OF INTELLECTUAL PROPERTY**

Canada will make no claim of ownership to the training material provided and used by the Contractor.



## 11. REPORTING REQUIREMENTS

The Contractor must provide to the Project Authority all of the candidates STCW Certificates within five (5) business days of the completion of the training.

Communication with the Project Authority shall be done through the following channels: The information will be provided upon contract award.

## 12. PROJECT MANAGEMENT CONTROL PROCEDURES

The Project Authority shall be responsible for the control procedures as follows:

- 12.1 The Project Authority will identify to the Contractor a minimum of four (4) weeks in advance the desired date for the training.
- 12.2 The Contractor will provide to the Project Authority a list of instructors that will be performing the training, a detailed course timetable and pedagogical needs (classroom supplies). The course timetable must take into account travel time for the course participants from the Canadian Coast Guard College to the Contractors' facilities.
- 12.3 Upon completion of the training the Contractor must provide, within five (5) business days, all certificates for the course participants.
- 12.4 The Project Authority will verify the certificates against the list of course participants. The Contractor will be required to rectify any misspelt names or errors on the certificates within three (3) business days.
- 12.5 The Contractors invoice will be processed upon receipt and verification of the certificates.

## 13. SPECIFICATIONS AND STANDARDS

The Contractor must provide approved Transport Canada training in STCW Advanced Fire Fighting as per the STCW 95 Table A-VI/3. The training sessions and materials provided by the Contractor must be the latest and current version standards and training requirement set by Transport Canada. Previous versions and methods will not be accepted.

The training must be delivered at the Contractors' facility. The facility must meet the standards as set out by Transport Canada Marine Safety Branch for the delivery of STCW Advanced Fire Fighting.

## 14. LANGUAGE OF WORK

The Contractor(s) instructor(s) **must** be fluent in English to provide training modules. Fluent is defined as the ability to speak, comprehend and write a language at an intermediate or advanced level articulately and accurately. Please see below legend.



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



## **ANNEX B - BASIS OF PAYMENT**

### **1. PROFESSIONAL SERVICES**

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix "B" for Work performed pursuant to the Contract.

### **2. IRREVOCABLE OFFER**

The Contractor submits the All-Inclusive Firm Lot Price listed on the full understanding that this All-Inclusive Firm Lot Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

### **3. GST/HST**

i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices.

The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

### **4. TENDERED PRICES**

#### **4.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

**The majority of the training will be required in the fall of each year.**

This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from Canada.





**TABLE 1**

**Initial Contract** Starting From Contract Award to August 31<sup>st</sup>, 2021

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Firm Lot Price
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in English	\$	50 students	\$

**TABLE 2**

**Option Period one (1)** - Starting From September 1<sup>st</sup>, 2021 to August 31<sup>st</sup>, 2022

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Firm Lot Price
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in English	\$	50 students	\$

**TABLE 3**

**Option Period 2** - Starting From September 1<sup>st</sup>, 2022 to August 31<sup>st</sup>, 2023

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Firm Lot Price
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in English	\$	50 students	\$

<b>Total Firm Lot Price Including all Option Periods (Table 1 + Table 2 + Table 3) – excluding taxes</b>	\$
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<b>Estimated Total in applicable taxes</b>	\$
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### **ANNEX C to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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