



**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, ON, K1A 0E6

Email / Courriel : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca & richard.soulliere@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 à : 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).

Title / Titre Canadian Coast Guard Officer Training Program Courses		Date January 18, 2022
Solicitation No. / N° de l'invitation 30001646		
Client Reference No. / No. de référence du client(e) 30001646		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM EST (Eastern Standard Time / HNE (Heure Normale de l'Est) On / le : February 17, 2022		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Richard Soulliere, Senior Contracting Officer / Agent de contrats supérieur Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca & richard.soulliere@dfo-mpo.gc.ca		

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur	
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur
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)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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.

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: 90 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

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

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

Important Note:

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 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. **Emails with links to bid documents will not be accepted.**

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.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

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



Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5 and the completed and signed cover page of this solicitation.



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

Refer to annex C.

4.1.2 Financial Evaluation

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid applies

4.2 Basis of Selection

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

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



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

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

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.

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.5 Supplementary Contractor Information

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

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

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



-
- b) The status of the contractor (individual, unincorporated business, corporation or partnership):
-
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
-
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
-

5.2.3.6 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: 2019-01](#) 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.

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

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

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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.

6.3.1 General Conditions

6.3.1.1 2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca **and TBD**. 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 **TBD** (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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to twelve (12) months thereafter.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Larry Hotte
Procurement Specialist (Consultant)



Fisheries and Oceans Canada
Procurement and Contracting Services
Procurement Hub NCR/Centre d'approvisionnement RCN
200 Kent Street
Ottawa, ON K1A 0E6
PH: 343-548-5760
E-mail/courriel: Laurent.Hotte@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (to be inserted at Contract award)

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 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.

6.7 Payment



6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ **TBD** at contract award. Customs duties are included and Applicable Taxes are extra.

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.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

6.7.3.1 Single Payment – Completion of Course

Canada will pay the Contractor upon completion and delivery of each course described in Annex "A" Statement of Work 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 delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:



6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca **AND TBD**

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

SACC Manual clause [A3015C](#) (2014-06-26), Certification - Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2021-12-02), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated *[to be determined at contract award]*.

6.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

6.13 Insurance – SACC Manual Clause G1005C (2016-08-28)

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

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

6.16 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.



ANNEX A - STATEMENT OF WORK

1. TITLE

Canadian Coast Guard College Officer Training Program Courses

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 embarking on the sea phase portion, trainees in the CCGOTP must successfully complete STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats. As such, trainees will require this course early in the program to maximize sea phase and learning experiences.

STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft are approved Transport Canada Courses that meet the Standards of Training Certification and Watch Keeping (STCW 95), Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1) requirements set out by the International Maritime Organization (IMO).

An approved STCW Basic Safety Course is normally delivered over 6 days and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft is normally delivered over 4 days. The courses are normally broken up into two sections: classroom/theory and practical.

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(s) is acquire the services of qualified instructors to deliver the following the following Transport Canada approved courses:

- a. STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft training to the Canadian Coast Guard College to an estimated 48 students in English per year (normally in July)
- b. STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft training to the Canadian Coast Guard College to an estimated 48 students in French per year (normally in July)
- c. STCW Advanced Fire Fighting training to the Canadian Coast Guard College to an estimated 48 students in English per year (normally in the fall)



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- d. STCW Advanced Fire Fighting training to the Canadian Coast Guard College to an estimated 48 students in French per year (**normally in the fall**)

4. SCOPE OF WORK

The Contractor must deliver the following courses. Up to 4 contracts in total may be awarded, one for each course, as each course is required in English and French.

- a. STCW Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Craft to candidates enrolled in the CCGOTP. The training must meet the current requirements set out in Standards of Training Certification and Watch Keeping (STCW 95), Table A- VI/1- 1, 1-2 and 1-4 and Table A-VI (2-1) and the course 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.
- b. STCW Advanced Fire Fighting to candidates enrolled in the CCGOTP. The training must meet the current requirements set out in Standards of Training Certification and Watch Keeping (STCW 95), Table A-VI/3 and the course 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.

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.
- 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). Course material must be available in the language of course delivery.

6. RESOURCE REQUIREMENTS

6.1 The Canadian Coast Guard College is seeking a qualified Contractor(s) who will deliver the Services described in this Statement of Work.

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

6.3 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.

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

8. TRAVEL

There are 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.

In delivering Standards of Training Certification and Watch Keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training, the Contractor must provide approved training as set out in STCW 95 Table A-VI/1-1, 1-2 and 1-4 and Table A-VI (2-1).

In delivering Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training, 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. 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 must be done through the following channels: The information will be provided following contract award.

11. PROJECT MANAGEMENT CONTROL PROCEDURES

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

- 11.1 The Project Authority will identify to the Contractor a minimum of four (4) weeks in advance the desired date for the training.
- 11.2 The Contractor must 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.
- 11.3 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. LANGUAGE OF WORK

The Contractor(s) resource(s) **must** be fluent in the official language of course delivery (either English or French) to provide training modules. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.



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



ANNEX B – BASIS OF PAYMENT

\$ (bidder to complete)

1. GENERAL

The Bidder must complete this annex and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this annex does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The Contractor submits the All-Inclusive Firm Unit Prices listed on the full understanding that this All-Inclusive Firm Unit 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.

2. 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.

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

3. Bidders may bid on one or more courses. Up to 4 contracts may be awarded by Canada.

TABLE 1

Initial Contract Period: Starting From Contract Award to December 31, 2022

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (English)	\$ (bidder to complete)	48	\$ (bidder to complete)
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (French)	\$ (bidder to complete)	48	\$ (bidder to complete)



Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (English)	\$ (bidder to complete)	48	\$ (bidder to complete)
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (French)	\$ (bidder to complete)	48	\$ (bidder to complete)
Initial Contract Period - Total Bid Price			\$ (bidder to complete)

TABLE 2
Option Period 1 – January 01, 2023 to December 31, 2023

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (English)	\$ (bidder to complete)	48	\$ (bidder to complete)
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (French)	\$ (bidder to complete)	48	\$ (bidder to complete)
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (English)	\$ (bidder to complete)	48	\$ (bidder to complete)



Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (French)	\$ (bidder to complete)	48	\$ (bidder to complete)
Option Period 1 - Total Bid Price			\$ (bidder to complete)

TABLE 3
Option Period 2 - January 01, 2024 to December 31, 2024

Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (English)	\$ (bidder to complete)	48	\$ (bidder to complete)
Delivery of STCW Basic Safety and STCW Proficiency in Survival Craft (French)	\$ (bidder to complete)	48	\$ (bidder to complete)
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (English)	\$ (bidder to complete)	48	\$ (bidder to complete)
Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training (French)	\$ (bidder to complete)	48	\$ (bidder to complete)



Description of Work	All-Inclusive Firm Price Per Student	Estimated number of students	All-Inclusive Total Price
Option Period 2 - Total Bid Price			\$ (bidder to complete)

TOTAL EVALUATED BID PRICE : INITIAL CONTRACT PERIOD + OPTION PERIOD 1 + OPTION PERIOD 2 = \$ (bidder to complete)



ANNEX C – EVALUATION CRITERIA

1. General

- a. 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.

- b. 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.

- c. 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

- d. 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.

- e. The Bidders may bid on any one course or all the courses described below. To be considered further for any course the Bidder must meet Mandatory Criteria M1 below.



No.	Mandatory Criteria	Proposal Page No.
M1	<p>Within the bid submission, the Bidder MUST provide a copy of the proof document(s) that demonstrates that both the proposed instructor(s) and the Bidder are currently approved by Transport Canada to teach any of the following courses that they are bidding on.</p> <ul style="list-style-type: none">a) Standards of Training Certification and Watch Keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in Englishb) Standards of Training Certification and Watch Keeping (STCW) Basic Safety and STCW Proficiency in Survival Craft Other Than Fast Rescue Boats training in Frenchc) Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in Englishd) Standards of Training Certification and Watch Keeping (STCW 95) Advanced Fire Fighting training in French <p>The bidder will ONLY be considered for the individual course(s) for which this mandatory criteria is met. Bidders who wish to bid on all 4 courses must provide proof that their instructor(s) and institution are approved for each of the courses.</p>	
M2	<p>Within the bid submission, the Bidder MUST provide proof that an EXN 24 Transport Canada certificate is issued to each student after completion of each course for which the Bidder is submitting a Technical bid.</p> <p>The Bidder must provide a copy of the certificate(s) with the bid submission.</p>	
M3	<p>Bidders MUST provide a COVID-19 health and safety plan with their technical bid.</p>	