



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

Alberta

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada

Harry Hays Building (HHB)

Room 759, 220-4th Avenue SE

Calgary

Alberta

T2G 4X3

<b>Title - Sujet</b> Arctic Region Business Consultant	
<b>Solicitation No. - N° de l'invitation</b> FW005-210001/B	<b>Date</b> 2022-04-13
<b>Client Reference No. - N° de référence du client</b> FW005-210001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-141-7264	
<b>File No. - N° de dossier</b> CAL-1-44099 (141)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Daylight Saving Time MDT <b>on - le 2022-05-04</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Major, Andrea	<b>Buyer Id - Id de l'acheteur</b> cal141
<b>Telephone No. - N° de téléphone</b> (403) 796-3230 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**TITLE: SENIOR BUSINESS CONSULTANT AND ENGINEER TO SUPPORT THE ARCTIC REGION  
OF THE CANADIAN COAST GUARD**

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FW005-210001/B  
Client Ref. No. - N° de réf. du client  
FW005-210001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-1-44099

Buyer ID - Id de l'acheteur  
cal141  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1 The Canadian Coast Guard (CCG) is required to review, analyze, develop and improve the northern capabilities and communications as CCG move forward with reconciliation and a partnership relationship with Indigenous Partners.

The Contractor will provide senior level consulting services, as required, in support of reviewing and analyzing the current status of a safe marine navigation and advise on the range of issues affecting the organization's ability to achieve the business objectives as well as our Indigenous Partners priorities and needs.

The Contractor will produce a report describing and evaluating the existing marine navigation system in the CCG's new Arctic Region and develop a proposal for a way forward towards optimization of the Integrated Technical Services.

It is anticipated the contract will be effective from date of award to six months from contract award.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- 1.2.3 The requirement is limited to Canadian services.

- 1.2.4 Comprehensive Land Claim Agreements

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

The Inuvialuit Final Agreement, the James Bay and Northern Quebec Agreement, the Gwich'in Comprehensive Land Claims Agreement, the Sahtu-Dene and Metis Comprehensive Land Claims Agreement, the Labrador Inuit Land Claims Agreement, Tlicho Land Claims and Self-

government Agreement, the Nunavut Agreement, and the Eeyou Marine Region Land Claims Agreement.

- 1.2.5 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 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.

## 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.

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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

### 2.3 Former Public Servant - Competitive Bid

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.

#### 2.3.1 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.

#### 2.3.2 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](#).

#### 2.3.3 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.

## **2.4 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.

## **2.5 Applicable Laws**

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

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.

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least FIVE (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7 Basis for Canada's Ownership of Intellectual Property**

The Canadian Coast Guard has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination; and the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## **2.8 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

The Bidder is strongly encouraged to submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Indigenous Opportunities Consideration  
Section IV: Certifications

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

#### 3.1.1 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. Bidders should describe their capability and experience, the project management team and provide client contact(s).

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

#### 3.1.2 Section II: Financial Bid

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



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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “G” - Electronic Payment Instruments, to identify which ones are accepted.

If Annex “G” - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.2.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 Section III: Indigenous Opportunities Consideration**

Bidders must identify the level and extent of Indigenous involvement proposed for this project in accordance with Annex “D” –Indigenous Opportunity Considerations Criteria.

### **3.1.4 Section IV: 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 Indigenous Opportunities Consideration Evaluation**

Indigenous Opportunity Considerations criteria are included in Annex “D”.

#### **4.1.2 Technical Evaluation**

Mandatory technical evaluation criteria are included in Annex “E”.

#### **4.1.3 Financial Evaluation**

- a) The Evaluated Price will be determined as follows:  
In Annex “B” Basis of Payment:
  - (i) For each Resource, the Estimated Usage will be multiplied by the hourly rate to determine the extended total for each period.
  - (ii) The extended total for each period will be aggregated to calculate the Extended Price for each Resource.
  - (iii) The Extended Price for each Resource will be aggregated to determine the Evaluated Price.
- b) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid.

## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Indigenous Opportunity Considerations (IOC) Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IOC, and price. The ratio will be 10% for the IOC merit, and 90% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 10%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score, and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit, and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Price (90%) and IOC Merit (10%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IOC Score		30/45	40/45	25/45
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	IOC Merit Score	30/45 x 10 = 6.67	40/45 x 10 = 8.89	25/45 x 10 = 5.33
	Pricing Score	45/55 x 90 = 73.64	45/50 x 90 = 81.00	45/45 x 90 = 90.00
Combined Rating		80.31	89.89	95.33
Overall Ranking		3rd	2nd	1st

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## 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 Integrity 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.

#### 5.1.2. COVID-19 vaccination requirement certification

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification, Annex "F", as part of the bid will render the bid non-responsive.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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.

### 5.1.3.2 Canadian Content Certification

- a) A3050T (2020-07-01), Canadian Content Definition
- b) This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

### 5.2.3.3 Education and Experience

SACC Manual clause [A3010T \(2010-08-16\)](#), Education and Experience

### 5.2.3.4 Rate or Price Certification

SACC Manual clause [C0002T \(2021-01-11\)](#), Price Certification - Canadian-based Suppliers (other than agency and resale outlets)

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

6.1.1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

- 6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 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.

#### 7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

[4007 \(2010-08-16\)](#), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### 7.3 Security Requirements

- 7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. # FW005-210001**

- 7.3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 7.3.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
- 7.3.1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 7.3.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 7.3.1.5 The Contractor/Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - (b) *Contract Security Manual* (Latest Edition).

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## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

### **7.4.4 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

The Inuvialuit Final Agreement, the James Bay and Northern Quebec Agreement, the Gwich'in Comprehensive Land Claims Agreement, the Sahtu-Dene and Metis Comprehensive Land Claims Agreement, the Labrador Inuit Land Claims Agreement, Tlicho Land Claims and Self-government Agreement, the Nunavut Agreement, and the Eeyou Marine Region Land Claims Agreement.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Andrea Major  
Procurement Specialist  
Public Services and Procurement Canada  
Procurement Branch, Western Region

Telephone: 403-796-3230  
Email: [andrea.major@pwgsc-tpsgc.gc.ca](mailto:andrea.major@pwgsc-tpsgc.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.

### **7.5.2 Project Authority**

*(To be identified in the Contract.)*

The Project Authority for the Contract is:

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

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

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### 7.5.3 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	
Telephone:	
E-mail address:	

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment: Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in the contract for a cost of \_\_\_\_\_ (**TBD**). 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.

#### 7.7.2 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.

#### 7.7.3 Milestone Payment – Not subject to a holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 7.7.4 Schedule of Milestones

Milestone No.	Deliverable	Firm Amount	Due Date
1	Collection of Data	30%	3 months after contract award
2	Submission of Report	70%	At contract completion

#### 7.7.5 SACC Manual clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification

#### 7.7.6 Electronic Payment of Invoices – Contract

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

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

#### 7.8 Invoicing Instructions

**7.8.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

**7.8.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.9 Certifications and Additional Information

##### 7.9.1 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.

##### 7.9.2 SACC Manual Clauses

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



## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights;
- (c) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Indigenous Opportunity Consideration;
- (h) Annex E, Technical Criteria;
- (i) Annex F, Covid Vaccination Requirement Certification;
- (j) 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)*).

## 7.12 SACC Manual clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

## 7.13 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

## 7.14 Dispute Resolution

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

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

### **Arctic Aids to Navigation and Communications Coverage Analysis and the way forward**

#### **1.0 Title**

Senior Business Consultant and Engineer to support the Arctic Region of the Canadian Coast Guard

#### **2.0 Background**

The new Canadian Coast Guard Arctic Region was announced in October 2018 by the Minister of Fisheries, Oceans and the Canadian Coast Guard (CCG).

The Coast Guard Arctic Region will support reconciliation with Indigenous peoples and improve service delivery and improve the programs, capacity and communications in the North; along with incorporating Indigenous knowledge alongside Coast Guard experience when making operational decisions.

#### **2.1 Acronyms**

AtoN	Aids to Navigation
CCG	Canadian Coast Guard
ITS	Integrated technical services
TBS	Treasury Board Secretariat

#### **3.0 Project Introduction**

The Coast Guard is required to review, analyze, develop and improve the northern capabilities and communications as CCG move forward with reconciliation and a partnership relationship with Indigenous Partners.

#### **4.0 Tasks, Activities, Deliverables and Milestones**

Reporting to the ITS Portfolio Manager (project authority) of the Arctic Region of the Canadian Coast Guard, the Contractor will provide senior level consulting services, as required, in support of reviewing and analyzing the current status of a safe marine navigation and advise on the range of issues affecting the organization's ability to achieve the business objectives as well as our Indigenous Partners priorities and needs.

The Contractor will produce a report describing and evaluating the existing marine navigation system in the CCG's new Arctic Region and develop a proposal for a way forward towards optimization of the Integrated Technical Services. The report will describe in detail, the current coverage and analyses the gaps and propose potential options for improving the northern marine communication and aids to navigation services capabilities. The report will rely on the Indigenous Partners' needs and priorities towards a self-reliance future in the spirit of reconciliation and partnership.

The document will be used as the basis to develop and implement an Arctic improved navigation system by the regional Integrated technical services Arctic to support programs and the mandated services. The report will also support the regional proposal for optimal staffing levels, location analyses, facility requirements, core activities, and costing options.

<b>TASKS/ACTIVITIES</b>	<b>DELIVERABLES/ MILESTONES</b>	<b>ESTIMATED LEVEL OF EFFORT</b>
Monthly virtual meeting to discuss the progress, ask question	Teams Meeting	1 hour/ month
Development of a Report	Report and supporting Documents	45 Work Days
PowerPoint Presentation on the report and recommendations	PowerPoint Document and delivery	5 Work Days

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## 5.0 Requirements and Objectives

The requirements to be performed by the Contractor include:

- 5.1. The contractor is required to review CCG's "service standard" for MCTS and Aids to Navigation to analyze what is required by Integrated Technical services to meet the mandated services;
- 5.2. The contractor is then required to analyze, in details, the current status of AtoN and MCTS programs within the Arctic region boundaries; (CCG to provide the inventory of assets for CCG and our Indigenous Partners);
- 5.3. The contractor is required to propose a plan to meet the required services by the Arctic Region based on the analysis the gaps identified between the mandated "services standards" and the current status of services;
- 5.4. The contractor is required to submit a report and a presentation on the methodology, progress, findings and proposed solutions based on our Indigenous Partners priorities and partnership with CCG;
- 5.5. For the purpose of analysis and consultation, the contractor might be required to visit existing Coast Guard facilities and identified locations in the Arctic Region pending Covid-19 Pandemic and the travel restrictions. A virtual methods might be an option to explore;
- 5.6. The contractor is required to provide the Coast Guard Arctic Region representative a monthly progress notice, with options to meet more often when/if required;
- 5.7. Accompanying the final report, the Contractor will submit a summary PowerPoint Presentation and possible attend meetings when being presented.
- 5.8. The report in MS Word and presentation in MS PowerPoint is to be delivered in English, translation will be the responsibility of Coast Guard; and
- 5.9. The Contract is to be completed within 70 full-time days of work after Contract award.

These requirements will support the following Arctic Region objectives:

- Improve operational capacity and marine safety in the Arctic: the overall quantity, quality and effectiveness of Coast Guard programs;
- Provide a list of existing AtoN assets and analyses their efficacy;
- Analyze the priorities of our Indigenous Partners and provide advice on the way forward based on their needs;
- Propose a plan to address the self-reliance of our Partners with options for CCG to support when/if required;
- Improve and streamline Coast Guard operations support in the Arctic;
- Formalize and optimize the lifecycle management of the assets within Arctic Region; and
- Proactively adapt to changing conditions and operations in the Arctic from an operational program perspective.

## 6.0 Ownership of Intellectual Property

The Crown will own all IP related to the work in this contract.

## 7.0 Location of Work

The majority of work will be completed at the Contractor's facility(s). Should the Contract require site visits to Coast Guard facilities, a plan should be discussed and approved in advance by the Arctic Region ITS director.



## **8.0 Security Requirements**

It is a condition that, prior to performance of any obligation under any contract resulting from this RFP, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government in accordance with the Contract.

## **9.0 Technical, Operational and Organizational Environment**

The Contractor will be expected to participate in project progress meetings with the Project Authority on an as required basis.

## **10.0 Method and Source of Acceptance**

Work carried out by the Contractor will be deemed acceptable when the Project Authority, or an individual designated by the Project Authority, has reviewed the work and given acceptance in writing.

## **11.0 Reporting Requirements**

Status reports are expected and required on as required/as needed basis.

## **12.0 Change Management Procedures**

Any changes to the work will be dealt with on a case-by-case (ad-hoc) basis. The Project Authority will notify the Contractor of any changes and the contract will be amended accordingly by a formal contract amendment issued by the Contracting Authority.

## **13.0 Language of Work**

Work must be conducted in either English or French, to be confirmed at the time of signing the contract. Translation of any document will be the responsibility of the Canadian Coast Guard.

## **14.0 Travel and Living Expenses**

The Contractor will not be required to travel. The work is a collection of data and analysis of data.

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### ANNEX "B" - BASIS OF PAYMENT

Payment will be made for time expended and other costs reasonably and properly incurred from the date of contract to contract completion in accordance with the following:

1. Labour at firm (daily/hourly) rates. One day consists of 7.5 hours. The rates will be prorated for any period of more or less than one day.
  - a) Senior Business Consultant  
Name \_\_\_\_\_ (est) \_\_\_\_ days @ \$---./day (est.) \$ \_\_\_\_\_
  - b) Engineer  
Name \_\_\_\_\_ (est) ---- days @ \$---./day (est.) \$ \_\_\_\_\_

Total Estimated Labour: \$ \_\_\_\_\_
2. Material and supplies at laid down cost without mark-up, including (list items). (est.) \$ \_\_\_\_\_
3. Other direct charges at actual cost incurred without mark-up, including (list any other costs which may be applicable, giving an estimated cost for each e.g. computing costs, long distance telephone/facsimile charges, reproduction, shipping). (est.) \$ \_\_\_\_\_
4. Profit at a firm --% of items -, -, -, above (\$----.-), not to exceed (max.) \$ \_\_\_\_\_

**Total Estimated Cost to a Limitation of Price: \$ \_\_\_\_\_**

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the estimated cost does not exceed the aforementioned Limitation of Price.

APPLICABLE TAXES: The applicable taxes are not included in the amounts above. The applicable taxes are to be shown as a completely separate item on each invoice.

F.O.B. Point: Canadian Coast Guard, Hay River NT

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**ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST**



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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>Fisheries and Oceans Canada</b>		2. Branch or Directorate / Direction générale ou Direction <b>Canadian Coast Guard</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail <b>Senior Business Consultant and Engineer to support the Arctic Region of the Canadian Coast Guard</b>			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes  
Non Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets:  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
- Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |  |  |
- Special comments: Engineer - Reliability, Consultant - Secret  
Commentaires spéciaux :
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui
- If Yes, will unscreened personnel be escorted:  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui



**PART C (continued) / PARTIE C (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.**

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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## **ANNEX “D” –INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

### **Evaluation and Assessment of IOC Commitment**

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous labour, and office presence commitments made below.

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

### **SUPPORTING DOCUMENTATION**

#### **Head Office / Office Presence**

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.
- Describe the nature of the firm's presence in the CLCA and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

#### **Labour**

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Indigenous people;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Indigenous people;
- strategies for recruitment of Indigenous people;
- strategies for staff management.

URL links to websites will not be considered.

**NOTE:** Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: <https://www.sac-isc.gc.ca/REA-IBD/eng>
- Inuit Firm Registry <https://inuitfirm.tunnngavik.com/>
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

**INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

ITEM	BID CRITERIA	Available Points
1.0	<p>This procurement is subject to the the Inuvialuit Final Agreement, the James Bay and Northern Quebec Agreement, the Gwich-in Comprehensive Land Claims Agreement, the Sahtu-Dene and Metis Comprehensive Land Claims Agreement, the Labrador Inuit Land Claims Agreement, Tlicho Land Claims and Self-government Agreement, the Nunavut Agreement, and the Eeyou Marine Region Land Claims Agreement.</p> <p>Canada reserves the right to confirm validity of all declarations / commitments.</p>	
1.1	<p><b>HEAD OFFICE</b></p> <p>Bidders are requested to demonstrate the existence of the bidders head offices, staffed administrative offices or other staffed facilities in the area of the CLCA.</p> <p>Points will be assigned as follows, to a maximum of 5 points:</p> <ol style="list-style-type: none"> <li>1. Head Offices (2 pts)</li> <li>2. Staffed Administrative Offices (2 pts)</li> <li>3. Other Staffed Facilities (1 pts)</li> </ol>	/5
1.2	<p><b>LABOUR</b></p> <p>Bidder will be evaluated on their firm commitment to use Indigenous people from the CLCA area in carrying out the work.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by Indigenous people. On-site Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>Indigenous people from within the CLCA must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier.</li> <li>2. The individual must live within the CLCA. Proof of residency may be requested (Driver's Licence, Territorial Health Card).</li> </ol> <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>Total No. of Indigenous Employee Hours for This Contract: _____ hrs (a) +  Total non-Indigenous Employee Hours for This Contract: _____ hrs (b) =  Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c)</p> <p><b>(a) / (c) = % Commitment (d)</b></p> <p>0-100% of total labour hours = 0-40 points.  Points will be assigned based on a percentage % of the total points available:  ____ (d) % 40 total points available</p> <div> <p><i>Example</i>  Bidder commitments 50% of labour hours will be Indigenous = 50% of total points (40)</p> </div>	/40

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	<div>50% x 40 = 20 points</div> <div>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</div>	
	<b>TOTAL POINTS AVAILABLE</b>	<b>/45</b>

#### **PART B - BIDDER COMMITMENT**

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. Bidders take note that a 0% commitment is considered to be no commitment.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

#### **PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract / prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority Name: Andrea Major  
Email: [andrea.major@pwgsc-tpsgc.gc.ca](mailto:andrea.major@pwgsc-tpsgc.gc.ca)

#### **Contractor Certification**

##### **INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.**

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## COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT

At time of bid submission, the following tables may be used by bidders as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

**TABLE 1 – Head Office**

Provide Current Business address			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

**TABLE 2 – Indigenous Labour**

Total No. of Indigenous Employee Hours for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total Employee Hours (Indigenous and non-Indigenous) for This Contract

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Indigenous labour, non-Indigenous labour hours and the total project hours. NOTE: It is not necessary to identify non-Indigenous	Indigenous Employee Hours	Non-Indigenous Employee Hours
Total Indigenous and non-Indigenous Employee Hours:		

## ANNEX "E" – TECHNICAL EVALUATION CRITERIA

### A. EVALUATION:

#### A.1.0 Mandatory Technical Criteria:

Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

Supporting documentation should be included to demonstrate compliance to the mandatory technical criteria.

If the supporting documentation is not provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

1.0	Senior Business Consultant	Meets or Does Not Meet Criteria	Supporting Documentation (page or document reference)
	<b>The candidate proposed must meet the following mandatory requirements:</b> _____ (Candidate Name)		
1.1	Valid Secret Security Clearance	Y or N	
1.2	Professional Certification	Y or N	
	Relevant Professional Certification from a marine institute and or a certificate of competency as a marine engineer		
1.3	Relevant Experience	Y or N	
	Over 10 years of experience as a senior marine personnel/manager working with marine organizations both shore-based and at sea.		
1.4	Relevant Education to the Consultant Category	Y or N	
	University (PhD, Graduate, Undergraduate, degree) OR College or CEGEP Diploma/Certificate		

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<b>2.0</b>	<b>Engineering Graduate (senior level)</b>	<b>Meets or Does Not Meet Criteria</b>	<b>Supporting Documentation (page or document reference)</b>
	<b>The candidate proposed must meet the following mandatory requirements:</b> _____ (Candidate Name)		
<b>2.1</b>	<b>Valid Reliability Clearance</b>	<b>Meet Y or N</b>	
<b>2.2</b>	<b>Professional Certification</b>		
	a) Master mariner and Ice navigator mariner certificate	<b>Meet Y or N</b>	
	b) Relevant Professional Certification from a marine institute and or a certificate of competency as a marine engineer	<b>Meet Y or N</b>	
<b>2.3</b>	<b>Relevant Experience</b>		
	Over 10 years of experience as master mariner sailing the Canadian arctic waters with the Canadian Coast Guard	<b>Meet Y or N</b>	
<b>2.4</b>	<b>Relevant Education to the Consultant Category</b>		
	University (PhD, Graduate, Undergraduate, degree)	<b>Meet Y or N</b>	



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### ANNEX "F" - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

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Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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## **ANNEX "G" - ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI).