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 301 Bishop Drive | 301 promenade Bishop Fredericton, NB, E3C 2M6

Email / Courriel : DFOtenderssoumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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

Arctic Multibeam survey using Uncrewed Surface Vessel (USV)

Date

July 6, 2023

Solicitation No. / N° de l'invitation 30004214A

Client Reference No. / No. de référence du client(e) 30004214A

Solicitation Closes / L'invitation prend fin

At /à: 14:00

ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique)

On / le: July 21, 2023

Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
CI-IIICIUS	

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 :

Karine Plante, Senior Contracting Officer

Email / Courriel:

DFOtenders-soumissionsMPO@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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This bid solicitation cancels and supersedes previous bid solicitation number 30004214 dated May 5, 2023 with a closing of June 5, 2023 at 14H00 Atlantic Daylight Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 **Security Requirements**

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under "Annex A" of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

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

Nunavut Land Claims Agreement (NLCA)

1.3.1 **Nunavut Directive**

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

1.3.2 Inuit Benefit Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "E" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

- 1. Inuit employment (either directly or through subcontractors);
- Inuit training and skills development (either directly or through subcontractors);
- 3. Inuit ownership (Contractor and subcontractors); and
- Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "E" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

1.3.3 Reporting Inuit and Nunavut Benefits - General Information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment
 - 2. Total hours and total dollars spent on Inuit Training
 - 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "E" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

1.4 **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.

1.5 **Trade Agreements**

The requirement is subject to 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-andquidelines/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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility* and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names"

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 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 seven (7) 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 **Nunavut**.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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)

Section IV: Inuit Benefits Plan (IBP) (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.

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"

3.1.1 Exchange Rate Fluctuation

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

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the Work.

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 "D".

4.1.1.2 Point Rated Technical Criteria (25%)

Refer to annex "D".

4.1.1.3 Inuit Benefits Point Rated Evaluation (35%)

The IBP evaluation criteria are included in Annex E (INUIT BENEFITS PLAN EVALUATION).

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest combined rating of Inuit Benefits Plan commitment, technical merit, and price not limited to Inuit Firm Registry.

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of point rated technical evaluation, Inuit benefits point rated evaluation and price. The ratio will be 25% for the technical merit, 35% for the Inuit benefit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 25%.
- 5. To establish the Inuit benefit merit score, the overall Inuit benefit score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 35%.
- 6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

- 7. For each responsive bid, the technical merit score and Inuit benefit merit score and the pricing score will be added to determine its combined rating.
- 8. Neither the responsive bid obtaining the highest technical score, highest Inuit benefit score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, Inuit benefit 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 25/35/40 ratio of technical merit, Inuit benefit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (25%), Inuit Benefit Merit (35%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	75/100	89/100	92/100
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score	75/100 x 25 = 18.75	70/100 x 25 = 17.50	72/100 x 25 = 18.00
Inuit Benefit Merit Score	75/100 x 35 = 26.25	62/100 x 35 = 21.70	52/100 x 35 = 18.20
Pricing Score	45/55 x 40 = 32.73	45/50 x 40 =36.00	45/45 x 40 = 40.00
Combined Rating	77.73	75.20	76.20
Overall Rating	1 st	3 rd	2 nd

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 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/ciif/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 website (https://www.canada.ca/en/employment-socialdevelopment/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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

The Contractor's Representative for the Contract is:

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

Name:

Title:				
Address:				
Telephone:				
Facsimile:		· · · · · · · · · · · · · · · · · · ·		
E-mail:				
		· · · · · · · · · · · · · · · · · · ·		
5.2.3.5 Supple	ementary Contrac	tor 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:

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
a. name of former public servant;b. date of termination of employment or retirement from the Public Service.
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts .
Work Force Adjustment Directive
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
Yes () No ()
If so, the Bidder must provide the following information:
 a. name of former public servant; b. conditions of the lump sum payment incentive; c. date of termination of employment; d. amount of lump sum payment; e. rate of pay on which lump sum payment is based; f. period of lump sum payment including start date, end date and number of weeks; g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
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

Solicitation No. - Nº de l'invitation : 30004214A

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

6.2 Statement of Work

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

Solicitation No. - Nº de l'invitation : 30004214A

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/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

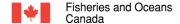
6.3.1 **General Conditions**

- **6.3.1.1** 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.1.2 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. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number):
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. Note: Invoice will be return to the Contractor if that information is not provided);



30004214A

Solicitation No. - Nº de l'invitation :

- 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;
- Deduction for holdback, if applicable;
- k. The extension of the totals, if applicable; and
- 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.

Disclosure of Information 6.3.2

- 1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information
- The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the Privacy Act (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

6.3.3 Implementation of the Inuit Benefits Plan

Nunavut Directive: Inuit Benefits Plan Progress Report

a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:

- 1. Total hours and total dollars spent on Inuit Employment
- 2. Total hours and total dollars spent on Inuit Training
- 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
- 4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "F" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Nunavut Directive: Third party independent professional

- 1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- 2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
- 3. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- 4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- 5. If the independent professional confirms that the Contractor has not met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada . including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
- 6. Nothing in this section limits any other remedy or action available to Canada under this contract.

Nunavut Directive: Inuit Benefit Plan deviations

- 1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- 2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- 3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the

alternative forms of benefits agreed upon by the Parties.

deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide

- 4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
- 5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2023.

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 **one (1)** additional year period 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 10 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.

6.4.3 Comprehensive Land Claims Agreement(s)

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

Nunavut Land Claims Agreement (NLCA)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Plante

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6

Telephone: 506-377-9127

E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

5.5.2 P	Project Authority (to be inserted at Contract award

The Project Authority for the Cor	tract is:
Name: Title: Organization: Address:	
Telephone: E-mail address:	
carried out under the Contract ar Work under the Contract. Techni Project Authority has no authority	esentative of the department or agency for whom the Work is being and is responsible for all matters concerning the technical content of the ical matters may be discussed with the Project Authority, however the y to authorize changes to the scope of the Work. Changes to the scope rough a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Represent	tative
The Contractor's Representative	for the Contract is:
Name: Title: Organization: Address:	
Telephone: Facsimile: E-mail address:	
6.6 Proactive Disclosure o	f Contracts with Former Public Servants
Service Superannuation Act (PS reported on departmental websit	catus, with respect to being a former public servant in receipt of a Public SA) pension, the Contractor has agreed that this information will be es as part of the published proactive disclosure reports, in accordance 012-2 of the Treasury Board Secretariat of Canada.
6.7 Payment	
6.7.1 Basis of Payment	
performance of the Work	aid for its costs reasonably and properly incurred in the k, in accordance with the Basis of Payment in Annex B, ture of \$(insert the amount at contract award). Customs plicable Taxes are extra.
of the Work, unless	the Contractor for any design changes, modifications or interpretations they have been approved, in writing, by the Contracting Authority ration into the Work.

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

6.7.2 **Limitation of Expenditure**

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% 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 **Methods of Payment**

6.7.3.1 Monthly Payment

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

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

6.7.3.2 **IBP Hold back**

Holdback - for the non-performance of IBP commitments

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

- 1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- 2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
- 3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
- 4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
- 5. The total value of the IBP Holdback shall not exceed 15 % of the total contract value.
- 6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
- 7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

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

- The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice 6.8.1 Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- **6.8.2** Payments will be made provided that the invoice(s) are emailed to :
 - DFO Accounts Payable: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
 - AP Coder:

Project Authority:

and provides the required information as stated in subsection 6.8.1 above.

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 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 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 **Nunavut**.

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) <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and forms part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Evaluation Criteria;
- (g) Annex E, Inuit Benefits Plan (IBP) Nunavut Agreement Evaluation Criteria;
- (h) Annex F, Inuit Benefits Plan (IBP) Progress Report;
- (i) Annex G, Federal Contractors Program for Employment Equity Certification;
- (j) the Contractor's bid dated insert date of bid at the time of contract award.

6.12 Insurance - Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 **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
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.14 **SACC Manual Clauses**

SACC Manual clause A8501C (2014-06-26) Vessel Charter - Contract SACC Manual clause A8501T (2014-06-26) Vessel Charter – Tender SACC Manual clause A9141C (2008-05-12) Vessel Conditions

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 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

ANNEX "A" STATEMENT OF WORK

TITLE:

Canadian Hydrographic Service – Arctic Multibeam Survey using Uncrewed Surface Vessel (USV)

PROJECT WORK

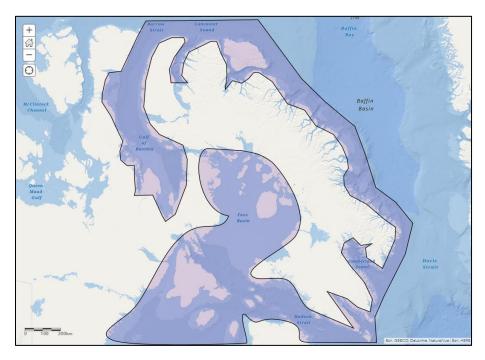
Surveys will take place between mid-August through end of October. In 2023, August 10 – October 10 is the period for the 2023 survey to occur. Exact dates for the first option year 2024 to be provided if and when option year is exercised

BACKGROUND

Fisheries and Oceans Canada (DFO), Canadian Hydrographic Service (CHS) has a requirement for a multibeam survey conducted using an uncrewed surface vessel (USV) fully equipped with a mid-water multibeam sonar system capable of mapping up to 700m water depth. The Contractor will be responsible for provision of the USV, the Launch and Recovery System (LARS) and full integration and calibration of the multibeam sonar system and sound velocity profiling system installed on the USV. The Contractor will be responsible for monitoring/operating the USV and the multibeam sonar system within Transport Canada and Canadian Hydrographic Service standards and procedures. While on mission at sea, the USV will be deployed/recovered from a CHS Ship and mission directed by CHS. While surveying, the USV will be monitored/piloted remotely via broadband satellite link from the USV Contractor's shoreside office location(s). The data collected will be downloaded locally by CHS when the USV returns to the CHS Ship for charging/refueling. All specifics of the USV physical characteristics, the USV operational characteristics and the USV sensor payload will be outlined in Annex "D" - MANDATORY TECHNICAL

LOCATION OF WORK

Eastern Canadian Arctic – priority areas will be within the Low Impact shipping Corridors (LISC) or other prioritized areas as identified by CHS. For the 2023 season (~September 01 – October 12), the priority area is identified as coastal Baffin Island (See area defined in *Figure 1*). Future dates and location to be provided if and when option years are exercised but all will be within the eastern Canadian arctic defined for this project as (east of 99°W and north of 60°N).



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Figure 1 - General survey/operational area is based on CHS Arctic Charting Priorities

OBJECTIVE:

The objective of this project is to conduct hydrographic surveys in specific priority areas of the eastern Canadian Arctic in direct support of the Canadian Hydrographic Service (CHS) Ontario, Prairie and Arctic Region Production Plan. It is necessary for CHS to collect high-resolution, full bottom coverage bathymetry, topographic data and tidal/current data via hydrographic surveys to produce new navigational products and datasets to create new or replace/augment existing navigational products in the target areas. This type of data collection is in direct support of the Arctic Pillar of the CHS ongoing commitment to 'deliver modern hydrography and charting in key areas' under Canada's Oceans Protection Plan (OPP) and continuation under the newly funded Ocean Protection Plan (OPP2).

SCOPE OF WORK:

The Contractor's USV technicians will be required to attend to the CHS Ship's southern mobilization port to deliver and mobilize all USV equipment and Launch and Recovery System (LARS). All mobilization of USV equipment will be the responsibility of the Contractor with support from CHS/DFO. Days between the completion of the mobilization and the commencement of survey will be defined as offline days and should be included in the bidder's submission of TABLE D – Offline Day Rate in the Basis of Payment.

Once the CHS Ship commences 24H operation in the arctic, it will involve the USV being deployed and recovered from the CHS Ship nearby the target survey area(s). The exact cruise plan will be shared with the USV Contractor in advance of program commencement. Once at the survey site, the USV will be steaming predetermined lines as well as adaptive survey coverage lines within a geographical block while the USV team remotely monitor to ensure full seafloor sonar coverage and appropriate overlap as per CHS survey standards/guidelines, appropriate sound velocity profiling and collision avoidance. The USV will be required to independently conduct sound velocity sampling necessary to calibrate the multibeam sonar system. The Contractor will provide a minimum of one (1) technician to be aboard the CHS Ship for the entire 42 day operational window without crew changing. DFO/CHS technician(s) will support as needed the USV deployment/retrieval using the Contractor provided Launch and Recovery System (LARS) using the CHS Ship crane.

Upon the return of the CHS Ship to the southern mobilization port, the Contractor's USV technicians will attend to the vessel to demobilize all USV equipment. All demobilization of USV equipment will be the responsibility of the Contractor. Days between the completion of the survey and the demobilization will be defined as offline days and should be included in the bidder's submission of TABLE D – Offline Day Rate in the Basis of Payment.

SURVEY METHODOLOGY:

- a. Multi-beam bathymetric surveys must be conducted such that all data meets the International Hydrographic Organization (IHO) Standards for Hydrographic Surveys (S-44) Special Order (for depths <=50m), Order 1a (for depths >50m but <=100m), and Order 1b (for depths >100m).
- b. The Contractor must execute the survey, in a manner to ensure the final deliverable surface resolutions are; 1m resolution for depths <50m, 2m resolution for depths >=50m but <=100m and 5m resolution for depths >100m.
- c. The Contractor must provide all raw pre-processed data collected for the project areas to the CHS. This includes, raw sonar, raw sound velocity records, and vessel survey and calibration records and other files required to permit full processing of data using CARIS HIPS 11.4X
- d. The Contractor must conduct, at minimum, two sound velocity casts per full day. Sound velocity casts must be taken throughout the survey area. The Contractor must monitor the results in real time to ensure refraction is minimized or eliminated. As such, more than two casts may be required per day.
- e. The survey acquisition/navigation system must be able to conduct adaptive line spacing based on water depth to maximize efficiency and ensure minimum 20% overlap on adjacent lines. Any critical

shoals less than 30m depth shall be surveyed with 100% overlap. Critical shoals have, at minimum, a 10% change in depth compared to the surrounding area. It is expected that the decision to increase coverage on a suspected shoal will be decided upon collectively between the CHS Technical Authority and the Contractor during preliminary data reviews as part of the daily reporting. Data coverage must be reviewed and approved by the CHS Technical Authority prior to the Contractor leaving the immediate vicinity of the shoal

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FUEL

Any fuel required for USV propulsion and power (primary and/or auxiliary) must be diesel. Diesel will be provided by CHS and be available from the CHS Ship as/when required.

CONTRACTOR OBLIGATION

The Contractor will:

- Mobilize/Demobilize USV on the CHS Ship in a port within southern Canada (south of 60°N).
- Calibrate multibeam system (patch test or similar methodology) and provide report to CHS.
- > Coordinate with the CHS Project Authority for pre-survey preparation and daily planning via telephone (cell/satellite) and virtual meetings (Microsoft Teams or similar).
- Conduct 24H survey operations when weather and conditions permit, until the survey is complete.
- Acquire survey data according to the required Standards and Survey Orders as defined in the IHO S44 Edn. 6.1.0

DEPARTMENTAL SUPPORT

DFO/CHS will:

- Project Authority will coordinate all activities with the Contractor's on-site USV technician(s) as well as the Contractor's USV Pilot, Online Surveyor and/or Survey Manager for pre-survey preparation and daily planning.
- > Provide planned routing and survey blocks (with associated latitude/longitude coordinates and target depth ranges), with reasonable lead time for consideration and discussion with the Contractor.
- > Assist in the launch/recovery of the USV from the CHS Ship and any emergency recovery of the USV as required.
- > Download the collected multibeam data from the USV as/when, process and finalization of multibeam data.

REPORTING REQUIREMENTS

- 1. Prior to commencing data acquisition, the contractor must provide a USV mobilization and multibeam equipment calibration report. The report must outline the mobilization of equipment onboard the USV and provide verifications and accuracies for all survey equipment to ensure systems have been calibrated and are functioning correctly. The report must include:
 - a. The full list and description of USV equipment, survey equipment, and software being used.
 - b. Mobilization summary including project description and system accuracies.
 - c. USV dimensions, offsets, and description of how the USV offset survey was conducted.
 - d. Description of the survey system configuration.
 - e. System verifications and calibrations including descriptions, tables and figures, and results. Examples must include but are not limited to: patch tests, GNSS health checks, IMU calibrations, gyro calibrations, etc.
 - Calibration certificates for all survey equipment.
- 2. During data acquisition, the Contractor must provide a daily progress report (DPR) to the CHS Technical Authority within 48 hours after acquiring the data. The report must contain the following information:
 - a. Daily stats: Survey time per area, Downtime weather, Downtime Equipment /Staff, Maintenance/Fuel, Transit time, Coverage (km²), and Distance (km)

- b. Cumulative stats for item above
- c. Progress against project schedule
- d. Images of data coverage, preferably on the corresponding area of a chart
- e. Cumulative survey costs from day one, including survey, downtime, onsite mobilization, etc.
- f. Expected survey progress and location(s) of work for the following day.
- g. Weather report / forecast
- h. All relevant information impacting the survey operation, any variation from the work plan
- i. List of staff on site, and assigned to the project, their position and responsibilities
- Project concerns or questions in which the assistance of CHS/DFO may be required.
- k. Once per week, preliminary spatial data of the data must be submitted to CHS for interim review.
- 3. Upon completion of the work, The Contractor must deliver a Final Report containing the following information:
 - a. Description of work;
 - b. Document any change made from start to end (patch tests, change in HVF file, change of any equipment such as pole, IMU, sonar head, GNSS antennas, etc.);
 - c. Sensor make/models: sonar, position/orientation system, sound velocity profilers/probes, GNSS equipment, etc.;
 - d. Sensor offset survey & vessel and sensor setup description;
 - e. Updated calibration report (patch test, reference surface);
 - f. Positioning technique (e.g.: SBAS system utilized);
 - g. Acquisition software (manufacturer, version, parameters);
 - h. Horizontal & vertical coordinate system;

PROJECT MANAGEMENT CONTROL PROCEDURES

The individual identified in the proposal as the Project Authority shall: determine scheduling of mobilization/demobilisation dates, daily objectives to accomplish, all required USV deployments and associated data collection on time and within budget. Progress will be discussed with the Contractor and work plan adjusted as weather or circumstances require.

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.

LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The work will be conducted onboard a CHS Ship throughout the offshore within the eastern Canadian arctic (east of 99°W and north of 60°N). The Contractor's USV technician must be willing to remain offshore and on station for the duration of the project (weather permitting). Note: If necessary to return to shore unplanned events, ports will be determined by operational requirements. The mobilization/demobilization port must be in southern Canada (south of 60°N).

LANGUAGE OF WORK

The language of work is English

ANNEX "B" BASIS of PAYMENT

The bidder is required to submit prices in Tables A,B,C & D below for the contract year and option year. The bidder must not alter the tables below. Any response that includes altered tables will be declared non-responsive and will be excluded.

It is mandatory for a bidder to submit mobilization costs. The mobilization cost shall include all costs associated with provisioning and getting the chartered vessel and all required assets to and from the survey site from the contractor's home base. These one-time costs are considered firm.

It is mandatory that a bidder submit an offline cost per day. CHS will pay for offline time per day (24H). CHS has provided the budgeted offline time in the table below for bidding purposes.

It is mandatory that a bidder submit a downtime cost per hour. CHS will pay for downtime per hour. CHS has provided the budgeted downtime in the table below for bidding purposes.

If the weather is favorable for operations, but the Contractor can't operate for any reason, CHS will not pay the Contractor. Deployment schedule is set by CHS in advance – any changes due to operational/weather/safety reasons are communicated to Contractor 24H in advance. Any unforeseen changes within 24H, CHS will pay downtime for up to 8H per occurrence.

CONTRACT PERIOD: FROM CONTRACT AWARD TO DECEMBER 2023

TABLE A – Mobilization to/from Mobilization Port – St. Johns NL. Mobilization is to include the following in the LOT cost: USV & LARS equipped with required and calibrated sensor package & transportation to/from St. Johns NL. Mobilization does not include any Offline time. Column D total will form part of the price evaluation.

Bidder must complete Column D Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Quantity	Column D Lot Price
1	Mobilization/Demobilization to/from St. Johns NL	LOT	1	\$
Total Excluding Taxes (Table A)				\$

TABLE B - Operational Survey Rate - Online time is defined USV is ready for deployment, conducting survey operations, being recovered, downloaded, or fueled and USV operator/support is online. Contractor will be paid based on actual number of USV Days of operation and up to 4 USV maintenance days may be included. Column D total will form part of the price evaluation.

Bidder must complete Column D and Column E Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (Day)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Operational Survey Rate	PER DAY (24H)	14	\$	\$
	Total Excluding Taxes (Table B)				\$

TABLE C - Downtime - see description above for what is considered downtime, which includes weather days. USV is in a state of readiness and USV operator support is online. Column D total will form part of the price evaluation.

Bidder must complete Column D and Column E Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (hour)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Downtime Cost	PER HOUR	48	\$	\$
	Total Excluding Taxes (Table C)			\$	

TABLE D - Offline Rate - Offline time is defined as CHS Ship transit time to/from survey area while USV is stowed aboard Ship and USV operator/support is offline. Column D total will form part of the price evaluation.

Bidder must complete Column D and Column E Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (Day)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Offline Rate	PER DAY (24H)	42	\$	\$
	Total Excluding Taxes (Table D) \$				

Evaluated Price = Total of Tables A + B + C + D = \$___

Option Year 1: from January 1, 2024 to December 31, 2024

TABLE A - Mobilization to/from Mobilization Port - St. Johns NL. Mobilization is to include the following in the LOT cost: USV & LARS equipped with required and calibrated sensor package & transportation to/from St. Johns NL. Mobilization does not include any Offline time. Column D total will form part of the price evaluation.

Bidder must complete Column D Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Quantity	Column D Lot Price
1	Mobilization/Demobilization to/from St. Johns NL	LOT	1	\$
	Total Excluding Taxes (Table A) \$			\$

TABLE B - Operational Survey Rate - Online time is defined USV is ready for deployment, conducting survey operations, being recovered, downloaded, or fueled and USV operator/support is online. Contractor will be paid based on actual number of USV Days of operation and up to 4 USV maintenance days may be included. Column D total will form part of the price evaluation.

Bidder must complete Column D and Column E Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (Day)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Operational Survey Rate	PER DAY (24H)	14	\$	\$
	Total Excluding Taxes (Table B) \$			\$	

TABLE C – Downtime – see description above for what is considered downtime, which includes weather days. USV is in a state of readiness and USV operator support is online. Column D total will form part of the price evaluation.

Bi	idder must comp	lete Column D ar	nd Column E Lot Pri	се
	0 - L D	0 - 1 0	0 - I D	0

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (hour)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Downtime Cost	PER HOUR	48	\$	\$
	Total Excluding Taxes (Table C)				\$

TABLE D – Offline Rate – Offline time is defined as CHS Ship transit time to/from survey area while USV is stowed aboard Ship and USV operator/support is offline. Column D total will form part of the price evaluation.

Bidder must complete Column D and Column E Lot Price

	Column A Description of Work	Column B Unit of Measurement	Column C Estimated Quantity (Day)	Column D Price Per Unit	Column E Extended Price Column C * Column D
1	Offline Rate	PER DAY (24H)	42	\$	\$
	Total Excluding Taxes (Table D)				\$

Option Year 1 Evaluated Price = Total of Tables A + B + C + D = \$	
The evaluated price will be the amount that will be utilized during the financial evaluation of all bids eceived.	
nitial Contract Year Evaluated Price Excluding Taxes = \$	
Option Year 1 Evaluated Price Excluding Taxes = \$	
Total excluding taxes for Evaluation Purposes \$	

ANNEX "C" INSURANCE CONDITIONS

- 1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
- 2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
- 3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - Litigation rights: Pursuant to subsection 5(d) of the Department of Justice Act. R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate. Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042. Ottawa. Ontario. K1A 0H8

For other provinces and territories, send to:

Senior General Counsel. Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. – N° de l'invitation : 30004214A

ANNEX "D" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders Uncrewed Surface Vehicle (USV) prior to contract award to verify and confirm information from the bid proposal. Upon completion of the RFP process all bidders will be informed of their ranking. (example -1^{st} , 2^{nd} 3^{rd} or 4^{th}). If the 1^{st} ranked bidder passes their inspection they will be awarded the contract. If the USV fails the inspection we will contact the 2^{nd} ranked bidder to confirm availability and set up an inspection and so on until a contract is awarded or we run out of qualified bidders.

THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they meet each criteria.

The proponent **MUST** include the following tables in their proposal (USV Credentials & Particulars, Mandatory Regulatory Criteria, Mandatory Physical Criteria, & Mandatory Sensor Payload Criteria) indicating that their proposal meets the rated criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. **Bidders must also provide proof such as copies of resume, certifications or licences or diagrams or schematics or technical specifications**. Simply stating you meet the criteria does not constitute proof.

USV CREDENTIALS & PARTICULARS				
USV Name:				
USV Official Number:				
USV Owner Name:				
USV Owner Phone:				
USV Owner Email:				
USV Overall Length (m)				
USV Breadth (m)				
USV Draft (m)				
USV Weight (kg)				
USV & LARS combined weight (including full payload including required fuel) (kg)				
USV Endurance (days)				

USV CREDENTIA	ALS & PARTICULARS
USV Cruising Speed (Knots)	
USV Max speed (Knots)	

	MANDATORY REGULATORY CRITERIA	Meets Criteria (√)	Proposal Page No.
MR1	Bidder must provide with bid submission proof that commercial USV holds, or can obtain, a Transport Canada permit for operation through the Marine Technical Review Board (MTRB). This can be in the form of a TC MTRB approved project obtained for the same/similar USV proposed within the past three years. As per the Transport Canada Tier 1 Policy on small maritime autonomous surface ships: <a en="" href="https://tc.canada.ca/en/marine-transportation/marine-safety-management-system-tp-13585-e-tier-i-policies/tier-i-policy-oversight-small-maritime-autonomous-surface-ships-mass</th><th></th><th></th></tr><tr><th>MR2</th><th>The USV must hold, or can obtain Transport Canada MTRB certification and capable of conducting multibeam data collection within the eastern Canadian arctic (east of 99°W and north of 60°N and south of 70°N), in conditions up to Beaufort Four. The area denoted in Figure 1 of the Statement of Work. To demonstrate this criteria a copy of a valid MTRB certificate (Transport Canada) or previously valid MRTB certificate from Transport Canada must be provided.</th><th></th><th></th></tr><tr><th>MR3</th><th>During multibeam survey operations, the USV must be operated in such a manner to qualify as <i>Degree Three</i> or <i>Degree Four</i> as defined by the International Maritime Organization (IMO) Maritime Autonomous Surface Ship (MASS) criteria. High latitude satellite based communication must be the primary communication interface. https://www.imo.org/en/MediaCentre/MeetingSummaries/Pages/MSC-100th-session.aspx To demonstrate this criteria the bidder is to provide a technical statement response stating what degree of MASS the vehicle meets and what communication system is used.		

MANDATORY PHYSICAL AND SENSOR PAYLOAD CRITERIA:

A technical statement or a specification sheet and/or scaled drawings must be provided to demonstrate the following capacities. Simply stating you meet the criteria does not constitute proof.

	MANDATORY PHYSICAL CRITERIA			Meets Criteria (√)	Proposal Page No.					
	The USV I Dimension capacity, k A technica be provide	ns are inc out exclus al specific	clusive of r sive of the cation shee	nandator launch a et and or	y senso and reco a scaled	r payload very (LAI	l and full f RS) syste	m.		
MP1			NSION	MI		M	4Χ			
		LENGT	H (m)	2.	5	6	.5			
		WIDTH	(m)	1		3	.0			
		HEIGHT	Γ (m)	2		3	.5			
		WEIGH		10			00			
	The USV in within the						ARS) that	must be		
	within the	lollowing	DIMEN			IAX]			
MP2			LENGTH			8				
IVIFZ			WIDTH (6				
			HEIGHT	•		6				
			WEIGHT		20	000				
MP3	The USV must have a minimum endurance of 120H from launch to recovery at survey operational speed of 3knots or greater while conducting all requirements of the multibeam survey instrument payload and communications to meet the Statement of Work.									
MP4	The USV must have power sources that are capable of sustaining it at survey operational level for the entire required endurance (see MP3). If the primary or secondary power source or propulsion source comes from an internal combustion engine – the USV must utilize diesel fuel only.				MP3). If mes from					
MP5	The USV must be launched and recovered using a launch and recovery system (LARS) that must be capable of launch/recovery in up to Beaufort 3 conditions. The LARS system must not require any persons on the water side of a launch/recovery and all controls related to the LARS must happen from the CHS Ship or USV remote control location.									
MP6	The USV must be supported on-site aboard the CHS Ship by at least one, but not more than two, USV technicians who must remain aboard the CHS Ship uninterrupted for the duration of the 42 day mission. The on-site support for this mission must be addressed and included in your proposal to demonstrate this capacity.									
MP7	All online satellite communic	survey of from the cation link	peration of Contracts to the Contracts	of the US ctor's o	SV mus office(s) . Local	and no	ot continuted of the US\	ngent on / from the		

	MANDATORY SENSOR PAYLOAD CRITERIA	Meets Criteria (√)	Proposal Page No.
MS1	The USV must be equipped with a mid-water multibeam sonar system. For this requirement, mid-water is defined as a multibeam sonar capable of surveying water depths up to 700m or deeper at a frequency of 300kHz or lower.		
MS2	The USV must be capable of continuous sound velocity profiling using a sensor mounted nearby to the multibeam sonar. The USV must also be capable of profiling the sound speed through the water column to a depth of at least 100m using an onboard winch or similar arrangement that can be automated to deploy on a schedule, or on demand remotely by the USV operator.		
MS3	The mid-water multibeam sonar described in MS1 must be capable of collecting backscatter data concurrent with bathymetry. Tuning of the sonar system must favor bathymetric data collection.		
MS4	The multibeam sonar system must utilize a commercial real-time satellite based correction service capable of at minimum a real-time horizontal and vertical accuracy of 30cm or better.		
MS5	The mid-water multibeam sonar described in MS1 must be capable of logging sonar data, raw navigation/attitude data, and sound velocity profiles to enable full post-processing of the multibeam data. The data must be logged to a locally installed hard-drive on the USV of sufficient size and ruggedness to ensure complete full resolution data collection for at minimum the entire endurance period of the USV as defined in MP3 .		

POINT RATED CRITERIA:

USVs that meet all mandatory requirements will be evaluated further by the following rated requirements. For a bid to be assigned points made in respect of any Rated Technical Criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they meet each criteria.

The proponent MUST include the following tables in their proposal (USV Credentials & Particulars, Mandatory Regulatory Criteria, Mandatory Physical Criteria, & Mandatory Sensor Payload Criteria) indicating that their proposal meets the rated criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Bidders must also provide proof such as copies of resume, certifications or licences, previous project reports/summaries or diagrams or schematics or technical specifications. Simply stating you meet the criteria does not constitute proof.

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
R1	The Bidder to provide number of year/season including dates (month/year) of corporate experience utilizing the proposed USV in the Canadian Arctic defined for this project as (east of 99°W and north of 60°N).	1 year/season experience = 10 points 2 year/season experience = 12 points 3 year/season experience = 14 points 4 year/season experience = 16 points 5 year/season experience	/20	

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
		= 18 points 6 year/season experience = 20 points	7	· uge · · · ·
R2	The Bidder should have a USV operator who has experience working in their position/level on a USV project in any northern waters defined for this project as north of 60°N.	1 year/season experience and more = 10 points	/10	
R3	The Bidder should demonstrate previous corporate experience participating in survey or science programs which utilized the proposed USV and LARS being launched/recovered from an offshore support ship/vessel. Bidder to provide name of project, the client, the location and the dates (month/year).	1 project experience or more = 10 points	/10	
R4	The Bidder should demonstrate previous corporate experience participating in ocean mapping or hydrographic surveys with the proposed USV. Bidder to provide name of project, the client, the location and the dates (month/year).	1 survey completed = 5 points 2 surveys completed = 10 points 3 surveys completed = 15 points 4 surveys completed and more = 20 points	/20	
R5	The Bidder should demonstrate that the proposed USV can maintain required operational satellite communications with the shore control centre needed to meet Mandatory Technical Criteria MR3 in latitudes north of 65°N and/or north of 70°N. A technical statement or a specification sheet must be provided to demonstrate the following capacities.	Can maintain in Latitudes north of 65°N = 10 points Can maintain in Latitudes north of 70°N = 10 points	/20	
R6	The Bidder should demonstrates that the proposed USV has a minimum endurance of 240H from launch to recovery at survey operational speed of 3knots or greater while conducting all requirements of the multibeam survey instrument payload and communications. A technical statement or a specification sheet must be provided to demonstrate	Have or exceed the endurance as described = 10 points	/10	

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
	the following capacities.			
R7	The Bidder should demonstrate that the proposed USV operates under conditions that meet Mandatory Technical Criteria MR3 while operating primarily on batteries/inverter charged by solar power and that any diesel engine auxiliary power is for backup charging only and is not the primary propulsion. A technical statement or a specification sheet must be provided to demonstrate the following capacities.	Are operating primarily on batteries/inverter charged by solar power as described = 10 points	/10	
	TOTAL POINTS A	VAILABLE	/100	

Bidder must achieve a minimum score of possible **40** points out of **100** of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.

ANNEX "E" INUIT BENEFITS PLAN (IBP) EVALUATION CRITERIA

Evaluation and Assessment of IBP Commitment

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, THE BIDDER MUST PROVIDE DOCUMENTATION AND DETAILS WITH THEIR BID to demonstrate how they will meet the objective of each criterion.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

SUPPORTING DOCUMENTATION

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

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. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Inuit Employment

- list of specific positions, categories, overall percentage of labour
- 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 Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.

Inuit Training and Skills Development

- outline the activities that support Inuit training and skills development
- demonstrate how the development will build job specific skills
- strategies for recruitment of Inuit;

strategies for retention of Inuit for long-term, multi-year projects

Inuit Ownership (of Prime and Sub-contractors / suppliers)

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-contractors / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Definitions

Eligible Inuit Employment

- 1. An individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract to do work related to the project; and
- 2. Must be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Inuit Firm Registry (IFR) Firm (prime contractor/subcontractor/supplier):

1. An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and His Majesty the King in Right of Canada. https://inuitfirm.tunngavik.com/

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
	NUNAVUT BENE	EFITS CRITERIA (NBC)		
IB1	NSA: Bidders are requested to demonstrate the existence of the vendor or sub-contractors performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area. *This criterion is worth 5% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Head Office - 3 points Staffed Administrative Office - 4 points Other Staffed Facility - 3 points	/10	
	INUIT BENEF	ITS CRITERIA (IBC)		
	INUIT EMPLOYMENT: Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate	0-100% of total labour hours = 0 - 30 points.	/30	

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
IB2	specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff. 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 on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable. An individual who is performing services related to the project for a contractor, sub-contractor or supplier who has work related to the project; and An individual registered on the Nunavut Inuit Enrolment list NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment isnot sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation. *This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Points will be assigned based on a percentage % of the total points available: % (Labour Commitment) x total points available Example: Bidder commitments 25% of labour hours will be Inuit = 25% of total points (30) 25 % x 30 = 7.5 points		
IB3	INUIT TRAINING AND SKILLS DEVELOPMENT: Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work. This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects.	0-100% of total training and skills development hours = 0 - 30 points. Points will be assigned based on a percentage % of the total points available:% (Training & Skills Development Commitment) x total points available Example:	/30	

Criteria No.	Point Rated Criteria	Point Ratings	Points Allocated	Proposal Page No.
	*This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Bidder commitments 25% of training and skills development hours will be allocated to Inuit = 25% of total points (30) 25 % x 30 = 7.5 points		
IB4	INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS): Bidders are requested to demonstrate the use of IFR contractor/sub-contractors/suppliers in carrying out the contract. Bidders will be evaluated on their firm commitment to use IFR sub-contractors for services or the procurement of supplies and equipment from IFR businesses. An IFR contractor/sub-contractors/suppliers must meet the following criteria: An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. *This criterion is worth 10% of the bid evaluation points available. *** Holdback Conditions will apply to this criterion.	Commitment to 0-4 IFR registered companies = 0 - 30 points. Example: 2 Companies Registered with IFR 50% x 30 = 15 assigned points	/30	
	TOTAL POINTS AV	/AILABLE	/100	

BIDDER COMMITMENT AND CERTIFICATION

- 1. At time of bid submission The tables below may be used by bidders to submit their proposals and to supplement their response.
- 2. Canada reserves the right to verify any information provided in the IBP and that untruestatements may result in the tender being declared nonresponsive.
- 3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

TABLE 1 - LOCATION OF BUSINESS IN THE NSA

Provide Current Business address

Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA 1. Head Office 2. Staffed Administrative Office 3. Other Staffed Facility

30004214A

TABLE 2 – INUIT EMPLOYMENT

<u>Total No. Of Inuit Employee Hours for This Contract =</u> =_____% Total Employee Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees by position.	Type of Employment	Total Hours Worked
	Total Inuit <i>and</i> non-Inuit Employee Hours	

TABLE 3 – INUIT TRAINING AND SKILLS DEVELOPMENT

<u>Total No. Of Inuit Employee Training/Development Hours for This Contract</u> = _____% Total Employee Training/Development Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees byposition.	Type of Training/Development	Total Hours
	Total Inuit <i>and</i> non-Inuit Employee Hours	

TABLE 4 – INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):

Total Number of IFR registered companies to be used for This Contract = _____% Commitment Target of Four (4) IFR registered companies

Company Name	Description of the Work	Inuit Firm ID	Inuit Firm Registry Company
			□ Yes
			□ Yes
			☐ Yes
			□ Yes

NOTE: only contractors, sub-contractors and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry (IFR) will be included in the calculations.

INUIT E	INUIT BENEFITS ACHEIVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT				
STEP#	CONTRACTOR:				
OTEI #	Total Contract Value (no GST):	_			
1	LOCATION OF BUSINESS IN THE NSA				
	The contractor must achieve a total score equal or equivalent to the initial bid evaluation, contractor receiving a score less than their initial Holdback Deduction.				
	Points received during evaluation:				
	1. Head Offices:/3				
	2. Staffed Administrative Office:/4				
	3. Other Staffed Facilities:/3	_			
	Points assigned upon contract completion:				
	1. Head Offices:/3				
	2. Staffed Administrative Office:/4				
	3. Other Staffed Facilities:/3				
	Met: No applicable Holdback Deduction	Met / Not Met			
	Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	Wet / Not Wet			

2	INUIT EMPLOYMENT	
	Percentage proposed	%
	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 2 to determine applicable Holdback Deduction	Met / Not Met
3	INUIT TRAINING AND SKILLS DEVELOPMENT	
	Percentage proposed	%
	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
4	INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):	
	Percentage proposed	%
	Percentage achieved including any applicable amendments	%
	Met: No applicable Holdback Deduction	
	Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	Met / Not Met

TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA HOLDBACK DEDUCTION					
ITEM#	REQUIREMENT	Weight	SCORE		
1	The contractor failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities) Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 100 Note: If (c) is ≤50%, Contractor will receive 0 points.	100			
2	TOTAL ASSESSED SCORE	100			
3	TOTAL CALCULATED HOLDBACK DEDUCTION: (100 - total assessed score)% x (Total contract value) x%	\$			

	COMMENTS/JUSTIFICATIONS:
4	
	SIGNATURE OF EVALUATION PANEL:
	Departmental Representative:
	Departmental Representative:
	Project Authority:

	TABLE 2 - ASSESSMENT OF INUIT EMPLOYMENT HOLDBACK DEDUCTION		
ITEM	REQUIREMENT	WEIGHT	SCORE
	Calculate the percentage of commitment achieved for Inuit employment based on the following formula, where:		
1	Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)	60	
	Score will be calculated as follows:		
	(a) $/$ (b) = (c) * 60		
	Note: If (c) is ≤50%, Contractor will receive 0 points.		
	CONTRACTOR DUE DILIGENCE:		
	Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit employment commitments.		
	Points awarded for contractor due diligence based on the following scale:		
2		40	
	Due Diligence Score Assigned (out of 10) x 4 = Score		
3	TOTAL ASSESSED SCORE	100	
	TOTAL CALCULATED HOLDBACK DEDUCTION	\$	
4	(100 - total assessed score)% x (total contract value) x%	•	
	COMMENTS/JUSTIFICATIONS:		
5			
	SIGNATURE OF EVALUATION PANEL:		
	Departmental Representative:		
6	Departmental Representative:		
	Project Authority:		

	TABLE 3 - ASSESSMENT OF INUIT TRAINING & SKILLS DEVELOPMENT HOLDBACK DEDUCTION					
ITEM	REQUIREMENT	WEIGHT	SCORE			
1	Calculate the percentage of commitment achieved for Inuit training and skills development based on the following formula, where: Achieved %: (a) Proposed %: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 60 Note: If (c) is ≤50%, Contractor will receive 0 points.	60				
2	Contractor Due Diligence: Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit training and skills development commitments. Points awarded for contractor due diligence based on the following scale: Due Diligence Score Assigned (out of 10) x 4 = Score	40				
3	TOTAL ASSESSED SCORE	100				
4	TOTAL CALCULATED HOLDBACK DEDUCTION (100 - total assessed score)% x (total contract value) x%	\$				
5	COMMENTS/JUSTIFICATIONS:					
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: Departmental Representative: Project Authority:					

TABLE 4 - ASSESSMENT OF INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS): DEDUCTION				
ITEM	REQUIREMENT	WEIGHT	SCORE	
1	Calculate the percentage of commitment achieved for Inuit ownership of prime and sub-contractors on the following formula, where: Achieved %: (a) Proposed %: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 60 Note: If (c) is ≤50%, Contractor will receive 0 points.	60		
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit ownership of prime and sub-contractors. Points awarded for contractor due diligence based on the following scale: Due Diligence Score Assigned (out of 10) x 4 = Score	40		
3	TOTAL ASSESSED SCORE	100		
4	TOTAL CALCULATED HOLDBACK DEDUCTION (100 - total assessed score)% x (total contract value) x%	\$		
5	COMMENTS/JUSTIFICATIONS:			
6	SIGNATURE OF EVALUATION PANEL Departmental Representative: Departmental Representative: Project Authority:			

ANNEX "F" INUIT BENEFITS PLAN (IBP) PROGRESS REPORT

INUIT EMPLOYMENT

Table 1 - EIE Progress Report

"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE and non-EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Eligible Inuit Employment data must not include any data already included under the Eligible Inuit Training data or the Inuit Ownership data.

Period/Year/Phase/Other:		

1-A EIE

ITEM	Hourly Rate	EIE Hours committed in this Period/Year/Phase/Other OR Progress Report (Contractor and subcontractor)	EIE Hours achieved in this Period/Year/Phase/Other OR Progress Report (Contractor and subcontractor)	Dollar Value committed for EIE (Contractor and subcontractor)	Dollar Value Paid to EIE (Contractor and subcontractor)
EIE – 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
TOTAL Period/Year/F OR Progre	Phase/Other			\$	\$

1-B Cumulative EIE

Total % Hours committed in the IBP (D1)	%	Total % Dollar Value committed in the IBP (D2)	%
Total EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to EIE for all Periods/Years/Phases/Other, up to now and including this one	\$
Total non-EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to non- EIE for all Periods/Years/Phases/Other, up	\$
Total % Hours worked by EIEs against Hours worked by non- EIEs, up to now.	%	Total % Dollar Value Paid for Hours worked by EIEs against Hours worked by non-EIEs.	%

Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$			
On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report						
IBP Deviation Explanations (Use ac	iditional pages i	r necessary)				
Proposed Adjustments and/or Alte	rnative commit	ments (Use additional pages if nece	ssary)			
Comments (Use additional pages if r	ecessary)					
,						

INUIT TRAINING AND SKILLS DEVELOPMENT

Table 2 - EIT Progress Report

Period/Year/Phase/Other:

2-A Total EIT

	Total EIT training hours in this Period/Year/Phase/Other OR Progress Report		Total Dollar Value spent on training in this Period/Year/Phase/Other OR Progress Report		Number of EITs trained fo this Periods/Years/Phases/Othe up to now and including thi one	
ITEM	Committed	Achieved	Committed	Achieved	Committed	Achieved
EIT -1			\$	\$		
EIT -2			\$	\$		
EIT -3			\$	\$		

Total for this			
Period/Year/Phase/Other	\$	\$	
OR Progress Report			

1-B EIT Cumulative

Total of EIT training hours for all Periods/Years/Phases/Other, up to now and including this one	Total Dollar Value spent on training in all Periods/Years/Phases/Other, up to now and including this one	\$ Number of EITs trained for all Periods/Years/Phases/Other, up to now and including this one
Total of EIT training hours committed in the IBP (E1)	Total Dollar Value committed for training in the IBP (E2)	\$ Total EITs committed in the IBP (T1)
Total of EIT training hours remaining to meet commitment	Total Dollar Value remaining to meet commitment	\$ Total EITs remaining to be trained

	commitment					
	On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report IBP Deviation Explanations (Use additional pages if necessary)					
	·		, ,			
<u>Pr</u>	oposed Adjustments and/or A	۱lte	ernative commitments (Use ad	ditio	onal pages if necessary)	
Co	omments (Use additional pages	if	necessary)			
<u>IN</u>	UIT OWNERSHIP					
Ta	ble 3 – Inuit Ownership Progr	es	s Report			
	3-A Total Inuit Contractor/Sub-Contracting/Supplier					

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/Year/Phase/Other OR Progress Report	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/Year/Phase/Other OR Progress Report for Subcontra or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Period/Year/Phase/Other OR Progress Report			\$	\$	

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Periods/Years/Phases/Other, including this one.	\$
for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP	\$
Total Dollar Value remaining	\$

On track (Yes or No) ? If no,	the sections below MUST	be completed price	or to submission	of this report

IBP Deviation Explanations	(Use additional pages if necessary)	

Proposed Adjustments and/or Alternative commi	tments (Use additional pag	ges if necessary)
		•
Comments (Use additional pages if necessary)		
LOCATION IN THE NUNAVUT SETTLEMENT ARE		
Table 4– NSA Location Commitment Progress Re	<u>port</u>	
4-A Location of Business in the NSA Period/Year/Phase/Other:		
	_	Nature of Presence
Company Name (contractor)	Address in the NSA	and Office Type in the
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the
On track (Yes or No) ? If no, the sections below MI	JST be completed prior to	submission of this report
IBP Deviation Explanations (Use additional pages		·
Derivation Explanations (eds againstial pages		
Proposed Adjustments and/or Alternative commi	tments (Use additional pa	ges if necessary)

Comments (Use additional pages if necessary)

Contractor Certification

IBP PROGRESS CERTIFICATION:	
PRINT NAME DATE	SIGNATURE
CONTRACT NUMBER:	
The Contractor certifies the information complete.	n contained in the IBP Progress Report is accurate and

The Contractor further certifies, and is prepared to provide support to demonstrate, that:

- 1. Where work or training has been attributed to Inuit workers or Inuit trainees, that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.

ANNEX "G" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.
For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social Development Canada (ESDC)-Labour's</u> website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
) A1. The Bidder certifies having no work force in Canada.
) A2. The Bidder certifies being a public sector employer.
) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
() A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
) B1. The Bidder is not a Joint Venture.
OR CONTRACTOR OF THE CONTRACTO
) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)