



**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** : [DFO.tenders-  
soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@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).

<b>Title / Titre</b> RENTAL ROV/USBL/SONAR (+ OPERATOR AND TRAINING)		<b>Date</b> July 10th, 2023
<b>Solicitation No. / N° de l'invitation</b> 30004374		
<b>Client Reference No. / No. de référence du client(e)</b> 30004374		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 H 00 – 2 : 00 PM EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) <b>On / le :</b> Monday July 24th, 2023		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Marie-Carmen Sedji – Contracting Specialist <b>Email / Courriel:</b> <a href="mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca">DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Contractor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Contractor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

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

### **1.3 Comprehensive Land Claims Agreement(s)**

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

- Nunavut Land Claims Agreement (1993)

#### **1.3.1 Nunavut Land Claims Agreement (NLCA)**

##### **1.3.1.1 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 economy;
- 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.

##### **1.3.1.2 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.

##### **1.3.1.3 Inuits 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 "C" (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);
2. Inuit training and skills development (either directly or through subcontractors);



3. Inuit ownership (Contractor and subcontractors); and
4. 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.

#### **1.4 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.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

##### 2.1.1.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

- (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** (one soft copy in PDF format)

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

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

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

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

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

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

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

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

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

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

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

#### **Section III: Certifications**

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

#### **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.

### 3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation



## **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 "F"

##### **4.1.2 Inuit Benefits Plan Evaluation**

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

##### **4.1.3 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Nunavut Directive: 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;
  - b. meet all mandatory criteria;
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit and price. The ratio will be 35% for the total IBP merit and 65% for price.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 65% as follows: lowest evaluated price / bid price multiplied by the ratio of 65%.
5. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion multiplied by the percentage ratio applicable for that criterion.
6. The total IBP merit score is the combined sum total of all individual IBP merit scores.
  - i. Inuit Employment 10%
  - ii. Inuit Training and Skills Development 10%
  - iii. Inuit Ownership (Contractor and subcontractors) 10%
  - iv. Location in the Nunavut Settlement Area (NSA) 5%
8. For each responsive bid, the total IBP merit score and the pricing score will be added to determine its combined rating.
9. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of total IBP merit score and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.





The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 35/65 ratio of total IBP merit score and pricing score, respectively. In the example below, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 5%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

<b>Table 2: Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (35%) and Price (65%).</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		90/100	85/100	95/100
<b>Bid Evaluated Price</b>		\$16,000	\$17,000	\$20,000
<b>Inuit Benefits Plan</b>	<b>Inuit Employment Score</b>	31.75/40	32.75/40	33.75/40
	<b>Inuit Training Score</b>	5/15	10/15	15/15
	<b>Inuit Ownership Score</b>	15/40	35/40	25/40
	<b>Location in NSA Score</b>	10/10	10/10	10/10
<b>Calculations: Price</b>	<b>Pricing Score</b>	16/16 x 65 = 65	16/17 x 65 = 61.18	16/20 x 65 = 52
<b>Calculations: Total IBP Merit Score</b>	<b>Inuit Employment Merit Score</b>	31.75/40 x 10 = 7.94	32.75/40 x 10 = 8.19	33.75/40 x 10 = 8.44
	<b>Inuit Training Merit Score</b>	5/15 x 10 = 3.33	10/15 x 10 = 6.67	15/15 x 10 = 10
	<b>Inuit Ownership Merit Score</b>	15/40 x 10 = 3.75	35/40 x 10 = 8.75	25/40 x 10 = 6.25
	<b>Location in NSA Merit Score</b>	10/10 x 5 = 5	10/10 x 5 = 5	10/10 x 5 = 5
<b>Combined Rating</b>		85.02	89.79	81.69
<b>Overall Rating</b>		2nd	1st	3rd



## **PART 5 - CERTIFICATIONS**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions – Declaration of Convicted Offences**

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

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

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

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

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

#### **5.2.2 Additional Certifications Precedent to Contract Award**

##### **5.2.2.1 Status and Availability of Resources**

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

##### **5.2.2.2 Education and Experience**

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

##### **5.2.2.3 List of Names for Integrity Verification Form**

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

##### **5.2.2.4 Contractor's Representative**

The Contractor's Representative for the Contract is:



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

### 5.2.2.5 Supplementary Contractor Information

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

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

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:  
\_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership):  
\_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:  
\_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:  
\_\_\_\_\_

### 5.2.2.6 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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



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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension?

**Yes ( )      No ( )**

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

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

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

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( )      No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

\_\_\_\_\_  
Print Name



Signature

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

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

---

Signature

---

Print Name of Signatory



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

### Requirements

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

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

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

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

#### 6.1.1 Security Clauses #1 – No Security Requirement, escort required at DFO site(s), ANNEX A :

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

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A", and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

### 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

**6.3.1.1** [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.2.1** Subsection 10 of [2010B](#) (2022-12-01), 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](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *(to be inserted at Contract award)*. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;



- e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 6.3.2 Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

#### 6.3.2.1 Implementation of the Inuit Benefits Plan

##### 6.3.2.1.1 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 Are
- 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 "E" (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.

##### 6.3.2.1.2 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 professional;
  - 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.

#### **6.3.2.1.3 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 deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
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 Award to October 31, 2023 inclusive.



**6.4.2 Comprehensive Land Claims Agreement(s)**

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

- Nunavut Land Claim Agreement (1993)

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Marie-Carmen Sedji  
 Title: Contracting Specialist  
 Organization: Fisheries and Oceans Canada  
 Address: 301 Bishop Dr, Fredericton, NB E3C 2M6  
  
 Telephone: 506-478-7358  
 E-mail address: [DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca)

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

**6.5.2 Project Authority (to be inserted at Contract award)**

The Project Authority for the Contract is:

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

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

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

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



**6.5.4 Canada's Inuit Benefits Plan Authority (to be inserted at Contract award)**

Canada's Inuit Benefits Plan Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email address: \_\_\_\_\_

The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority.

However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.

**6.5.5 Contractor's Inuit Benefits Plan Authority (to be inserted at Contract award)**

The Contractor's Inuit Benefits Plan Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email address: \_\_\_\_\_

The Contractor's Inuit Benefits Plan Authority is the representative of the Contractor who is responsible for matters concerning Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the Inuit Benefits Plan may be discussed with the Contractor's Inuit Benefits Plan Authority.

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

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

**6.7 Payment**

**6.7.1 Basis of Payment – Firm Price**

For the Work described in Section 1. Definition of the requirement of the Statement of Work in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.



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

### 6.7.2 Basis of Payment – Cost reimbursable – Limitation of expenditure

For the Work described in Section 2. Provision for Possible Delays of the Statement of Work in Annex A:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_ (*to be inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*to be inserted 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.

### 6.7.4 Methods of Payment

#### 6.7.4.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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



### 6.7.3.2 IBP Holdback

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 **35% 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

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice 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 at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *(to be provided at contract award)* and provides the required information as stated in subsection 6.8.1 above.



### **6.8.3 Nunavut Directive: Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report;
  - e. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "E" (IBP Progress Reporting) of the Contract.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment, c.c. (to be inserted at contract award);

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.9.2 SACC Manual Clauses**

SACC Manual clause [A3000C](#) (2022-05-12), Indigenous Business Certification

SACC Manual clause [A3015C](#) (2014-06-26) Certifications - 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) the general conditions [2010B](#) (2022-12-01), General conditions: Professional services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Inuit Benefits Plan;
- (f) Annex F, Inuit Benefits Plan Progress Report;



- (g) the Contractor's bid dated \_\_\_\_\_ *insert date of bid* [If the bid was clarified or amended, insert at the time of contract award]: “, as clarified on \_\_\_\_\_ **or**, as amended on \_\_\_\_\_ *and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).*”

#### 6.12 Insurance - **G1005C** (2016-01-28) – No Specific Requirement

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

#### 6.13 SACC Manual Clauses

SACC Manual Clause **A9068C** (2010-01-11), Government Site Regulations

#### 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".
- (e) **Dispute Resolution (i.e. "mediation") clause:** The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).
- (f) **Review of complaint clause re: contract "administration":** The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### 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.





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

### **1. TITLE: RENTAL OF ROV/USBL/SONAR (+ OPERATOR AND TRAINING)**

#### **Section 1 - Definition of the Requirement**

#### **2. Scope:**

User groups (Users) at Bedford Institute of Oceanography (BIO), which includes Fisheries and Oceans Canada, Environment and Climate Change Canada, Department of National Defense, National Resources Canada, and the Canadian Coast Guard, have a requirement for the rental of:

- a fully operational Remotely Operated Vehicle (ROV) system consisting of an OceanusPro ROV (or equivalent),
- an ultra-short baseline acoustic positioning system (USBL),
- a SONAR system,
- and any associated equipment (i.e. tethers, umbilical, tag lines, etc.) and power supplies, with an experienced operator, and staff training sessions.

One spare system (fully operational) consisting of all the equipment listed is also required due to the nature of the work -- in a remote location with a limited time window to complete the mission.

The equipment is required to be in Resolute Bay NO LATER THAN August 10<sup>th</sup>, 2023. The equipment could be returned as late as October 31<sup>st</sup>, 2023.

The operator will be contracted to assist with the mission on board a Coast Guard Vessel for a period of up to 18 days (including travel days), between August 15 and September 2. Two, 2-day training sessions will need to be held between July 10<sup>th</sup> – August 14<sup>th</sup> 2023, prior to mission deployment to Barrow Strait. Users will be conducting an inspection and recovery of an underwater cable in Barrow Strait (Nunavut) in August of 2023 from the Coast Guard Vessel NGCC Pierre Radisson.

The intended window of the mission (including travel days) is August 15 – September 2 (18 days). Science personnel and ROV Operator will join the vessel in Resolute Bay on August 15. Travel to the vessel from Resolute Bay will be by Coast Guard helicopter or launch. The vessel will transit east from Resolute to a position roughly 74.606N, 91.251W where, given suitable weather conditions, the team will conduct survey and cable recovery operations. The operator will stay overnight on-shore at the DRDC Camp in Gascoyne Inlet and be escorted on board the vessel each day to complete the required work. We anticipate that the cable operations will span a period of 5 days. The window to conduct these operations will be limited to a period of August 18 – September 2, subject to vessel priorities. Expected travel dates for the operator will be provided two months in advance of the mission, but due to the inherent uncertainty when working in the North, these dates are subject to change on short notice.

The equipment needs to be shipped to Resolute Bay, NU on or before August 10<sup>th</sup>, 2023. From there, it will be loaded onto a CCGS vessel. The equipment will be stored in a shipping container on board the vessel, or within the ship's hold, until required. Specialized storage is not available and equipment must maintain full serviceability in storage for at least 2 weeks. It is anticipated that the equipment will be returned to BIO on or before October 31, at which time it will be shipped back to the contractor.

Science personnel will require training to operate the ROV. Training will occur in the Bedford Basin before July 31, 2023. Two, 2-day, training sessions are required. This will provide theory and hands-on operational training on the ROV, USBL and SONAR, for up to 5 BIO personnel involved on this and future missions.

All work will be conducted according to the provisions listed in the associated environment assessment and license agreement provided by the Nunavut Research Institute.



### **3. Deliverables:**

- a. Contractor **MUST** be capable of providing all the items listed in **Table 1** of Annex B (deliverables list). Failure to provide these items will result in the bid being deemed non-responsive.
- b. ROV **must be an OceanusPro ROV system (or equivalent)** for compatibility with CCGS vessel ROV and redundancy of equipment and operators.
- c. The Contractor is required to provide one spare kit of all equipment (ROV, USBL, SONAR, tethers and other associated equipment), on the vessel in the event of a malfunction during the mission.
- d. The ROV needs to be equipped with a single axis manipulator capable of attaching recovery lines to objects on the seabed.
- e. The operator must be trained and capable of attaching recovery lines to objects on the seabed in the conditions of the operations for the mission (refer to point 3, technical specifications).
- f. All equipment must be portable and operable from a the CCGS vessel, barge, or Fast Rescue Craft (FRC) without any modifications made to the platform.
- g. The ROV must be powered over tether (not battery operated) with a top side station. Contractor is responsible for all portable power requirements to operate the ROV, USBL and SONAR when deployed from launches as the launches are not capable of providing power. The vessel can supply power at 110VAC 60 Hz when used as the deployment platform. The vessel will supply 89 Octane unleaded gasoline for operations that require a gas generator to avoid transportation of dangerous goods.
- h. Equipment rental and operator services must be available for the specified time period, listed in Table 1 of Annex B.
- i. All equipment and supplies must be packaged in suitable, robust and reusable transport containers/crates for transport to the Arctic and the subsequent return. Loose equipment will be unacceptable.
- j. Equipment shall be in serviceable condition at all times during the period of this agreement, and shall meet all Federal, Provincial, and Municipal requirements.
- k. All equipment must be shipped to Resolute Bay on or before August 10<sup>th</sup>. The equipment will be return to Dartmouth, NS before the end of October, and subsequently shipped back to contractor.

### **4. Technical Specifications:**

1. The USBL and SONAR system needs to be compatible (mountable) on the ROV.
2. The SONAR needs to be forward looking with a data feed to the operator.
3. The conditions of operations for the mission will be currents up to 0.9 m/s, water depth of 180 m, and water temperature as low as -1.8 C.
4. All equipment must operable in all weather conditions.
5. The Contractor must identify the in-air temperature limit of all equipment.
6. The ROV (with USBL and SONAR) must be capable of reaching and working at a water depth of 180 m. Tether will need to be sized accordingly so the ROV can work continually in the environmental conditions listed on point 3, technical specifications).
7. Contractor will need to ensure that the packaging is suitable for transport and manipulation by two people on board the vessel.
8. The Contractor shall be responsible for mechanical and electrical repairs, maintenance, replacement parts, and servicing of all equipment rented. Users shall incur no cost where equipment fails to operate.
9. The Contractor shall be responsible for supplying any additional equipment (cables, tag lines, etc.) to complete the deployment and recovery of the rented equipment.
10. During the mission, it is expected that the ROV and associated systems will be deployed and operational for a minimum of 12 hours per day.



11. Preventive maintenance and daily service is to be performed after daily operations, outside of working hours or after operations have been suspended for the day.
12. All expenses for shipping, travel and accommodations must be included in the quote (not billed to GOC separately).
13. Trained personnel may use the equipment to perform work as required.

#### **5. Hours of Work:**

While operating on board the Coast Guard Vessel, the Crew, the Science Team, and the ROV Operator will be operating on a 12 hour/day work schedule. At all times, operations will be carried out at the sole discretion of the Commanding Officer.

#### **6. Codes and Standards:**

The Technical Authority will be responsible for all permits, licenses, and certificates of approval required for the work to be performed under any applicable federal, provincial, or municipal legislation.

#### **7. Inspection**

Final inspection of the completeness and serviceability of the rental equipment will rest solely with the Technical Authority at the start of the rental period. The Contractor shall make right at no cost to the crown if rental equipment fails said inspection.

#### **8. Personal Protective Equipment**

Contractor to ensure employees have all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use, and maintenance of the equipment when performing duties on GOC property and worksites.

#### **9. Operational Guidelines for BIO and the DFO Compound:**

Operational procedures are covered under BIO Wharf and Facility Guidelines. The guidelines are universal for all users at BIO and are intended ensure a safe and efficient work area. Both guidelines provide details for operating on-site and it will be the responsibility of the Users' Representative to ensure that the Contractor is informed of procedures so they may abide by the requirements laid out in the manuals. Both guidelines will be made available to the Contractor upon award of the contract.

#### **Section 2 – Provision for possible delays.**

In the event that DFO occasions delays in returning the equipment **and/or** there are travel delays due to unforeseen circumstances outside the specified window, the Vendor will be compensated based on the daily rates in Table 2.



**ANNEX “B”  
BASIS of PAYMENT**

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment, and is to be submitted as your financial proposal at the time of bid closing.

The Contractor **MUST** complete Table 1;

The rate is to include the furnishing of all equipment, equipment operators, insurance, required security and training fees, and incidental costs, necessary or proper for the completion of the work, except as may be otherwise expressly provided in Statement of Work. All costs for overhead, profit, financing, general requirements, contingencies, etc. are to be included.

**Period of the Contract: From Date of Contract Award to October 31, 2023**

**TABLE 1 – ROVs, USBL, SONAR and Services (Mandatory)**

Item	Description	Required Time Period Contractor	Cost (CAD)
Section 1 - Definition of the Requirement of the SOW		(A)	(B)
1	Rental of an Oceanus Pro (or equivalent), with tether, and single axis manipulator.	August 10 <sup>th</sup> – Oct 31	\$ _____
2	All additional equipment outlined in the requirements (USBL, SONAR, tag lines, etc.)	August 10 <sup>th</sup> – Oct 31	\$ _____
3	Spare kit of all required equipment listed in 1 and 2	August 10 <sup>th</sup> – Oct 31	\$ _____
4	Portable power supply as outlined in point g, deliverables.	August 10 <sup>th</sup> – Oct 31	\$ _____
5	Shipping all gear to Resolute Bay, NU		\$ _____
5	Contractor to provide ROV operation services in the field.	August 15 – Sept 2nd	\$ _____
6	Contractor to provide ROV operation services/training in Dartmouth NS.	4 days, sometime between July 1 and August 14 <sup>th</sup> . TBD based on availability.	\$ _____
<b>Total (taxes excluded)</b>			\$ _____

**TABLE 2 – Provision as per section 2 of SOW**

Optional Work	
Description of work	Daily Price
Equipment Return Delay	\$ _____
Travel Delay	\$ _____
<b>Total (taxes excluded)</b>	<b>\$ _____</b>



<b>Total price proposed (for evaluation purposes only)</b>	
<b>Table 1 – Total Estimated Cost</b>	_____ \$
<b>Table 2 – Total Estimated Cost</b>	_____ \$
<b>Total financial submission (excluding taxes)</b>	\$ _____ (Table 1 + Table 2)



## ANNEX “C” INUIT BENEFITS PLAN

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex D (Inuit Benefits Plan Evaluation).

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

### Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at: [https://www.tunnngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an “Eligible Inuit Employee” or as an “Eligible Inuit Trainee”, not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunnngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

4. Quality Factor (QF)

- a) The result of a multiplier (or multipliers) applied to IBP Criteria, for evaluation purposes only, that are specifically-designed to encourage bidders to propose higher quality employment and training proposals in their IBPs.



**INUIT EMPLOYMENT**

**Commitment Table 1 – EIE Commitment**

Hourly rate must be the gross dollar value paid (in CAD) to the EIEs for work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff.**

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

Bidders are required to detail commitments for the period/ in the corresponding tables.

**1-A Total EIE**

Period From date of award to  
October 31, 2023: \_\_\_\_\_

ITEM	Employment Type or Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE - 1		\$		\$
EIE - 2		\$		\$
EIE - 3		\$		\$
EIE - 4		\$		\$
<b>Total for this Period</b>				

Total for the Period	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor)	
	(A1)	\$	(A2)	

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in Annex D (Inuit Benefits Plan Evaluation).

**Bidders must clearly indicate where in their proposal this information has been provided.**



**INUIT TRAINING AND SKILLS DEVELOPMENT**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify **EITs and EIT hours regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

Bidders are required to detail commitments for the period in the tables that correspond to that corresponding period/.

**Quality Factor Rating (QR)**

<u>Training Type</u> Quality Rating (R1)		<u>Career Development</u> Quality Rating (R2)			<u>Training/Certification Completion</u> Quality Rating (R3)	
Accredited Certification = AC	X 2.5	Result in Permanent Employment = PP Result in Salary Increase = PR No Change= NC	X 2 X 1.5 X 1	Completed by Contract close = RC		X1.5 X 1
Apprenticeship = AP	X 2			Not completed by Contract Close = NR		
On-the Job Training = OJ	X 1.5					
Internal Certification = FC	X 1					

**2-A Total EIT**

Period: \_\_\_\_\_

From date of award to October 31, 2023:

									FOR EVALUATION PURPOSES ONLY		
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1+R2+R3+R4) (no. of Rs)		Dollar Value of Training Provided
									EIT - 1	Forklift Training	
EIT - 2										\$	
EIT - 3										\$	
EIT - 4										\$	
<b>Total for this Period</b>											

		FOR EVALUATION PURPOSES ONLY	
<b>Total for the period</b>	<b>Total EIT Training Hours</b>	<b>Total EIT Quality Factor Training Hours</b>	<b>Total Dollar Value of Training Provided</b>





	(Contractor and subcontractor)		(Contractor and subcontractor)		(Contractor and subcontractor)	
		(E1)		(ER1)	\$	(E2)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in Annex D (Inuit Benefits Plan Evaluation).</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**INUIT OWNERSHIP**

**Commitment Table 3 – Inuit Ownership Commitment**

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

Bidders are required to detail commitments for each Period in the tables that correspond to that Period.

**3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period: \_\_\_\_\_

From date of award to October 31, 2023

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
IFR-4				\$
IFR-5				\$
IFR-6				\$
<b>Total for this Period</b>				

<b>Total IFR (Contractor/Subcontractor/Supplier) for this Period</b>	<b>Total Dollar Value (Contractor and subcontractor)</b>	
	\$	<b>(F)</b>



<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation in Annex D (Inuit Benefits Plan Evaluation).</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for the period in the tables that correspond to that Period.

**4-A Location of Business in the NSA**

Period: \_\_\_\_\_

From date of award to October 31, 2023

<b>Company Name (Contractor)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name (subcontractor/supplier)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>



## ANNEX “D” INUIT BENEFITS PLAN EVALUATION

### Commitment Tables

Bidders should fill out the commitment tables for each criteria at Annex “C” (Inuit Benefits Plan) to be awarded points, adding lines to such tables as need be.

### Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled “Basis of selection”.

### Score Calculations for IBP Commitments

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

### EXAMPLE

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment Total points available = 15	45	60	35
		$45/60 \times 15 = 11.25$	$60/60 \times 15 = 15$	$35/60 \times 15 = 8.75$
1.2	EIE Dollar Value Commitment Total points available = 15	\$5000	\$5500	\$6000
		$\$5000 / \$6000 \times 15 = 12.5$	$\$5500 / \$6000 \times 15 = 13.75$	$\$6000 / \$6000 \times 15 = 15$
1.3	EIE IBP Commitment Implementation Total points available = 10	<i>See “Score Calculations for IBP Commitment Implementation”</i>		
		8	4	10
<b>Inuit Employment Score (40 Points available) :</b>		<b>31.75/40</b>	<b>32.75/40</b>	<b>33.75/40</b>

### Evaluation of IBP Commitment Implementation

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the “IBP Commitment Implementation” section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

### Score Calculations for IBP Commitment Implementation

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

### INUIT EMPLOYMENT

#### **EMPLOYMENT OF EIE**

This criterion is worth **10%** of the bid evaluation points available.

IMPORTANT: To achieve points, Bidders **should** detail commitments in Table 1-A at Annex C (Inuit Benefits Plan).



1.1	<p><b>EIE – Hours Commitment</b> Bidders will be evaluated on their commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to EIE hours regardless of whether performed by the Contractor or subcontractor staff.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIE hours – <b>Quality Factor</b> (Contractor and subcontractor): _____ (AR1)</p>	/15				
1.2	<p><b>EIE – Dollar value Commitment</b> Bidders will be evaluated on the total dollar value commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to the total dollar value for EIE hours regardless of whether performed by the Contractor or subcontractor staff.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIE hours (Contractor and subcontractor): \$ _____ (A2)</p>	/15				
1.3	<p><b>EIE – IBP Commitment Implementation</b> Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.</p> <p>The following is information required, at a minimum, to demonstrate Inuit labour commitment:</p> <ul style="list-style-type: none"> <li>• the sustainability of the jobs;</li> <li>• human resource strategies for retention, succession planning and staff management</li> <li>• To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship, trade and occupations certification Unit (<a href="https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification">https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification</a>).</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <p>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b></p> </td> </tr> <tr> <td style="padding: 5px;"> <p>If the bidder provides a plan for the sustainability of the EIE they will receive 50% of the points assigned to this criterion.</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>If the bidder provides a human resource strategies for retention, succession planning and staff management they will receive an additional 50% assigned to the criterion.</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>The bidder must provide both a plan for sustainability of EIE and human resource strategies for retention, succession planning and staff management to receive 100% of the points assigned to this criterion.</p> </td> </tr> </table>	<p>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b></p>	<p>If the bidder provides a plan for the sustainability of the EIE they will receive 50% of the points assigned to this criterion.</p>	<p>If the bidder provides a human resource strategies for retention, succession planning and staff management they will receive an additional 50% assigned to the criterion.</p>	<p>The bidder must provide both a plan for sustainability of EIE and human resource strategies for retention, succession planning and staff management to receive 100% of the points assigned to this criterion.</p>	/10
<p>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b></p>						
<p>If the bidder provides a plan for the sustainability of the EIE they will receive 50% of the points assigned to this criterion.</p>						
<p>If the bidder provides a human resource strategies for retention, succession planning and staff management they will receive an additional 50% assigned to the criterion.</p>						
<p>The bidder must provide both a plan for sustainability of EIE and human resource strategies for retention, succession planning and staff management to receive 100% of the points assigned to this criterion.</p>						
<b>Total Points Available for the Employment of EIE</b>		<b>/40</b>				

**INUIT TRAINING AND SKILLS DEVELOPMENT**



<b>This criterion is worth 10% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-A at Annex C (Inuit Benefits Plan).</b>		
2.1	<p><b>EIT – Hours Commitment</b> Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> <li>• Apprenticeship and other applicable training and skills development programs are considered delivered when the EIT has acquired certifiable work skills. This may be achieved through an independent third party certification process.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: center;">Total EIT hours – <b>Quality Factor:</b> _____ (ER1)</p>	/5
2.2	<p><b>EIT – Dollar value Commitment</b> Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: center;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/5
2.3	<p><b>EIT – IBP Commitment Implementation</b> Bidders must provide a written plan of engagements, measures, and proposed procedures to be taken to deliver on the Inuit Training and Skills Development criteria.</p> <p>The following is information required, at a minimum, to demonstrate Inuit training and skills development commitment:</p> <ul style="list-style-type: none"> <li>• Bidders are to identify what on-the-job or in-house training will consist of and the category of work</li> <li>• <b>details on the type of training being offered and how it is relevant to the procurement (such as apprenticeships, school programs, internal/external training);</b></li> <li>• <b>total number of Inuit training hours committed;</b></li> <li>• <b>the skills the training will develop (such as specialization, certification, or accreditation obtained)</b></li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria.  <b>Receives 0% of the points assigned to the criteria.</b></p> </div> <p>If the Contractor provides a written plan of training and proposed procedures for their delivery on the Inuit Training and skills Development criteria they will receive 100% of the points for this criterion.</p>	/5



<b>Total Points Available for Inuit Training and Skills Development</b>	<b>/15</b>
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**INUIT OWNERSHIP**

<p><b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 3-A at Annex C (Inuit Benefits Plan).</p>	
<p>3.1</p>	<p><b>Inuit Ownership – Dollar value Commitment</b></p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>
<p>3.2</p>	<p><b>Inuit Ownership - IBP Commitment Implementation</b></p> <p>Bidders must provide a written plan of engagements, measures, and proposed procedures for their deliver on the Inuit Ownership (of Contractor/sub-contractor/suppliers) criteria.</p> <p>The following is information required, at a minimum, to demonstrate Inuit ownership commitment:</p> <ul style="list-style-type: none"> <li>Engagements with IFR contractors and subcontractors which may include confirmation id contract perio or signed pre-contract</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria.  <b>Receives 0% of the points assigned to the criteria.</b></p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>If the Contractor provides a written plan of engagements, measures, and proposed procedures for their delivery on the Inuit Ownership of sub-contractor criteria they will receive 100% of the points for this criterion. The plan must demonstrate, at a minimum, that they engaged with IFR subcontractors.</p> </div>
<p><b>Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)</b></p>	
<p><b>/40</b></p>	

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

<p><b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b>  <b>This criterion is worth 5% of the bid evaluation points available</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 4-A at Annex C (Inuit Benefits Plan).</p>	
<p>4.1</p>	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor may have head offices, administrative offices, or other staffed facilities.</p>
<p><b>/100</b></p>	



<p>A maximum of 100 points will be assigned for this criterion. 100 for the Contractor</p> <p>Points will be assigned as follows: <a href="#">CAs to modify list to suit the requirement in consultation with their client.</a></p> <p><b>Contractor 100 points:</b></p> <ol style="list-style-type: none"><li>1. <a href="#">Head Offices (60 points)</a></li><li>2. <a href="#">Other Staffed Facilities (40 points)</a></li></ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"><li>• <a href="#">a description of the locations, including addresses;</a></li></ul>	
<b>Total Points Available for Inuit Location</b>	<b>/100</b>



## ANNEX "E" INUIT BENEFITS PLAN PROGRESS REPORT

### ONLY APPLICABLE AFTER AWARD

The IBP Progress Report is comprised of *X* tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice *AND no later than XX calendar days after the end of each quarter / year / any time OR upon written request / etc.*

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each *period/year/phase/other* of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

### Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, 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. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. 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.
2. 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.

### Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform *the Contracting "AND/OR" Canada's IBP Authority immediately*** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

### Key Terms

1. Eligible Inuit Employee (EIE) is:
  - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
  - b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
  - c) is not an Eligible Inuit Trainee.





To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:
  - a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
  - b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
  - c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an “Eligible Inuit Employee” or as an “Eligible Inuit Trainee”, not both).
  
3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:
  - a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.



**INUIT EMPLOYMENT**

**Table 1 – EIE Progress Report**

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

Period From date of award to  
October 31, 2023

:

**1-A EIE**

ITEM	Hourly Rate	EIE Hours in this Period/ (Contractor and subcontractor)		Dollar Value paid to EIE in this Period (Contractor and subcontractor)	
		Committed	Achieved	Committed	Achieved
EIE - 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
<b>Total for this Period</b>				\$	\$

**1-B EIE Cumulative**

<b>Total EIE Hours committed in the IBP (A1)</b>		<b>Total Dollar Value committed for EIE Hours in the IBP (A2)</b>	\$
<b>Total EIE Hours achieved for all Periods , up to now and including this one</b>		<b>Total Dollar Value paid toward EIE Hours for all Periods , up to now and including this one</b>	\$
<b>Total EIE Hours remaining to meet commitment</b>		<b>Total Dollar Value remaining to meet commitment</b>	\$
<b>% of EIE Hours achieved toward EIE hours committed</b>		<b>% Dollar Value paid toward EIE Hours committed</b>	



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)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT TRAINING AND SKILLS DEVELOPMENT**

**INUIT TRAINING CRITERIA OPTION 1 and 2**

**Table 2 – EIT Progress Report**

From date of award to  
October 31, 2023

**2-A Total EIT**

ITEM	Total EIT training hours in this Period/		Total Dollar Value spent on training in this Period/		Number of EITs trained for this Periods , up to now and including this one	
	Committed	Achieved	Committed	Achieved	Committed	Achieved
EIT -1			\$	\$		
EIT -2			\$	\$		
EIT -3			\$	\$		



<b>Total for this Period</b>		\$	\$		
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**1-B EIT Cumulative**

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

**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)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT OWNERSHIP**

**INUIT OWNERSHIP CRITERIA OPTION**



**Table 3 – Inuit Ownership Progress Report**

**3-A Total Inuit Contractor/Sub-Contracting/Supplier**

Period From date of award to  
October 31, 2023

:

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/ for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in this Period				\$	\$

**3-B Cumulative**

<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in Period , including this one.	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (E)	\$



<b>Total Dollar Value remaining</b>	\$
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**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)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**LOCATION IN THE NSA**

**Table 4– NSA Location Commitment Progress Report**

**4-A Location of Business in the NSA**

Period From date of award to  
October 31, 2023

: \_\_\_\_\_

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA



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 **MUST** be completed prior to submission of this report

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

*Each IBP progress report must include the certification below.*

**Contractor Certification**

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



**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 "F" - EVALUATION CRITERIA

Proposals submitted for this requirement must clearly demonstrate that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

#### 1. Equipment Mandatory Requirement

The equipment must meet the following technical specifications:

- a. All equipment must be portable and operable from a the CCGS vessel, barge, or Fast Rescue Craft (FRC) without any modifications made to the platform.
- b. The ROV must be powered over tether (not battery operated) with a top side station.
- c. The USBL and SONAR system needs to be compatible (mountable) on the ROV.
- d. The SONAR needs to be forward looking with a data feed to the operator.
- e. All equipment must operable in currents up to 0.9 m/s, water depth of 180 m, and water temperature as low as -1.8° C.
- f. All equipment must be operable in all weather conditions.
- g. The ROV (with USBL and SONAR) must be capable of reaching and working at a water depth of 180 m.
- h. All equipment must be operational for a minimum of 12 hours per day

No.	Mandatory Equipment	Yes	No	Comments If equivalent (Provide Make, model...)
M1	Oceanus Pro ROV (or equivalent).	_____	_____	
M2	Accessories: 1. Tether 2. Single Axis Manipulator 3. USBL 4. SONAR 5. Tag Lines 6. Portable Power Supply 7. One spare kit of all equipment (ROV, USBL, SONAR, tethers and other associated equipment)	_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____	



## 2. Mandatory Technical Criteria

For each criterion below, the Bidder must provide:

1. A brief description (max. 500 words) of how the experience was obtained (ie. summary of work performed). Clearly demonstrate their ability to operate an ROV and add tag lines to objects on the seafloor. Please include, where applicable
  - a. The name of the project(s) (if applicable)
  - b. The name of the client organization (eg. DFO) (if applicable)
  - c. The period during which the service was provided (month and year)
  - d. Name and email address of contact that can be used as a reference.
  
2. An estimate of the average number of hours per month they spend operating an ROV, reflective of the past 12 month.

No.	Mandatory criteria	Compliant to criterion(√)	Page number of the proposal
<b>M3</b>	Personal selected to be on-site during the mission, and to provide training, must have a minimum of 3 years' experience as an ROV operator.		
<b>M4</b>	The person contracted to be on-site, in the field, must have a minimum of 3 years' experience as an ROV operator.		