

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1/ Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Third Party Assistance	
Solicitation No. - N° de l'invitation EN578-140028/A	Date 2013-04-11
Client Reference No. - N° de référence du client 20140028	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-519-25961	
File No. - N° de dossier 519zf.EN578-140028	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-22	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Souleiman, Mohamed	Buyer Id - Id de l'acheteur 519zf
Telephone No. - N° de téléphone (819) 956-8348 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services
linguistiques

PSBID, PWGSC / DIASP,TPSGC

11 Laurier St. / 11, rue Laurier

10C1/Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

List of Attachments:

Attachment 1 to Part 3, Pricing Schedule

Attachment 1 to Part 4, Technical Criteria

Attachment 1 to Part 5, Certifications Precedent to Contract Award

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws

Solicitation No. - N° de l'invitation

EN578-140028/A

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Client Ref. No. - N° de réf. du client

20140028

File No. - N° du dossier

519zfEN578-140028

CCC No./N° CCC - FMS No/ N° VME

-
10. Priority of Documents
 11. Defence Contract
 12. Foreign Nationals (Canadian Contractor)
Foreign Nationals (Foreign Contractor)
 13. Insurance
 14. SACC Manual clauses
 15. Conflict of Interest Management Requirements

List of Annexes:

Annex A, Statement of Work
Annex B, Basis of Payment
Annex C, Security Requirements Check List
Annex D, Task Authorization Form
Annex E, Conflict of Interest Declaration Certification

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Attachments include a Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Task Authorization Form, and the Conflict of Interest Declaration Certification.

2. Summary

2.1 Under the National Shipbuilding Procurement Strategy (NSPS), Canada will negotiate and manage several contracts using a phased design and build approach to mitigate risks for the large federal ships. Canada will also conduct competitive procurement for the smaller vessels as well as the repair, refit and maintenance of the federal fleet.

Canada has identified certain key areas where the timely transaction advice and related assistance from an independent Third Party Expert would help ensure that Canada achieves the most equitable, effective, and robust contracts possible, which contain acceptable levels of risk and provide value for money.

The types of work that could be performed pursuant to a contract issued as a result of a contract resulting from this solicitation could include, but are not necessarily limited to:

- Assessment of cost proposals related to the implementation of the NSPS and the NSPS projects;
- Provision of transaction advice and/or professional opinion regarding the implementation of NSPS, and procurement and project management activities;
- Assistance building and maintaining strategic relationships and the dissemination and implementation of lessons learned;
- Provision of support to Canada's contract negotiations, including providing advice regarding shipbuilding industry norms; and,

- Provision of due diligence advice.

The work will be conducted within the National Capital Region.

The client for this work is the National Shipbuilding Procurement Strategy (NSPS) Secretariat, of PWGSC.

The Secretariat will raise tasks on behalf of Canada.

The period of the contract will be three (3) years from the date of award with the possibility to extend the period of the contract by up to seven (7) additional one-year (1) periods, under the same terms and conditions.

Specific conflict of interest provisions are included in this RFP, and will apply in any contract awarded as a result of this solicitation. Bidders are advised that the winning bidder may be required to sign a Non Disclosure Agreement with one or more of the entities working with Canada under the NSPS program (for example, the selected shipyards).

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the Security Requirements for PWGSC Bid Solicitations - Information for PWGSC Contracting Officers (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web Site.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within ten (10) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-11-19), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Sub-sections 04 and 05 of Section 01, Code of Conduct and Certifications - Bid, of the 2003 incorporated by referenced above are hereby deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSAs). These bidders must diligently maintain this list up-to-date by informing the Supply Arrangement

Authority in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

5. Canada may, at any time, request that a Bidder provides properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days.

1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

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.

5. Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services of Canada (PWGSC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 3 soft copies on DVD);
Section II: Financial Bid (1 hard copy); and
Section III: Certifications and related documentation (1 hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (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](#).

To assist Canada in reaching its objectives, bidders should :

- 1. use 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

1.4 The rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>

1.5 Bidders should include the following information in their financial bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. their bid; and
 - b. any contract that may result from their bid.

1.6 SACC Manual Clauses

C3011T(2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders should provide the certifications required under Part 5 and the related documentation in Section III of their bid.

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in CAD) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

	INITIAL PERIODS		QUOTED ALL-INCLUSIVE FIXED HOURLY RATE (in Cdn \$)	Volumetric Data (estimated)	Total (in Cdn \$)
			A	B	C= A x B
1	Initial Period - Year 1				
1a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
1b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
1c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	

		Junior		80 hours	
2	Initial Period - Year 2				
2a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
2b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
2c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
3	Initial Period - Year 3				
3a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
3b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
		Senior		240 hours	

Solicitation No. - N° de l'invitation

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519zfEN578-140028

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519zf

CCC No./N° CCC - FMS No/ N° VME

3c	Project Management Specialist				
		Intermediate		80 hours	
		Junior		80 hours	
Initial Period Total Evaluated Price (GST/HST excluded): \$					

	OPTION PERIODS		QUOTED ALL-INCLUSIVE FIXED HOURLY RATE (in Cdn \$)	Volumetric Data (estimated)	Total (in Cdn \$)
			A	B	C= A x B
1	Option Year 1				
1a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
1b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
1c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
2	Option Year 2				
2a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	

2b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
2c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
3	Option Year 3				
3a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
3b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
3c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
4	Option Year 4				
4a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	

4b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
4c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
5	Option Year 5				
5a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
5b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
5c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
6	Option Year 6				
6a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	

Solicitation No. - N° de l'invitation

EN578-140028/A

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File No. - N° du dossier

519zfEN578-140028

Buyer ID - Id de l'acheteur

519zf

CCC No./N° CCC - FMS No/ N° VME

		Junior		240 hours	
6b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
6c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
7	Option Year 7				
7a	Financial Specialist	Senior		720 hours	
		Intermediate		240 hours	
		Junior		240 hours	
7b	Procurement Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
7c	Project Management Specialist	Senior		240 hours	
		Intermediate		80 hours	
		Junior		80 hours	
Option Years Total Evaluated Price (GST/HST excluded):				\$	

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price Per Point

2.1.1 be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

2.1.3 The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.

2.1.4 The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price per point, the

Solicitation No. - N° de l'invitation

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20140028

File No. - N° du dossier

519zfEN578-140028

CCC No./N° CCC - FMS No/ N° VME

responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Definitions

Large and complex program or project: means a program or project in acquisition, design, construction or infrastructure with at least a dollar value in excess of \$300M CAD and requiring the services of several Subject Matter Experts working simultaneously on the project to meet tight delivery deadlines.

Strategic Relationship: involves developing enduring relationships and partnerships with clients. In this case, a company that can help support Canada as such relationships being with the shipyards.

Mandatory Technical Criteria (MTC)			
The Bidder			
Number	Mandatory Technical Criterion	Met	Not Met
MTC 1	<p>The Bidder must submit a list of a minimum of 2 large, complex, Government or private sector acquisition, design, construction or infrastructure programs or projects. The Bidder must have been involved for a minimum of 2 years in the last 10 years, in which the Bidder provided independent financial, project management and procurement advice similar to this requirement.</p> <p>Each program or project must have a dollar value in excess of \$300M CAD.</p> <p>The Bidder must provide details regarding each program or project including:</p> <ul style="list-style-type: none"> •Organization for which the experience is claimed •Dates of the Bidder's involvement in the project; •Size, scope, nature and complexity of work •Program or project value and duration •Roles and responsibilities of the Bidder in the program or project; and •Client's Program or Project References: Client's contact names, current phone numbers and /or e-mail address 		
MTC 2	<p>The Bidder must demonstrate experience in sourcing a minimum of three (3) senior subject matter experts to advise on specific issues on a minimum of 2 large, complex, Government or private sector acquisition, design, construction or infrastructure programs, for 2 years in the last 10 years.</p>		

	<p>Each program or project must have a dollar value in excess of \$300M CAD.</p> <p>The Bidder must provide details regarding each program or project including:</p> <ul style="list-style-type: none"> •Organization for which the experience is claimed •Dates of the Bidder's involvement in the project; •Size, scope, nature and complexity of work •Program or project value and duration •Roles and responsibilities of the Bidder in the program or project; and •Client's Program or Project References: Client's contact names, current phone numbers and /or e-mail address 		
MTC 3	<p>The Bidder must demonstrate experience in planning and supporting a minimum of one (1) long-term strategic relationships (i.e.: strategic partnerships between various parties involved in a long-term transaction) for the duration of 2 years within the past 5 years.</p> <p>The Bidder must provide details regarding each experience claimed including:</p> <ul style="list-style-type: none"> •Organization for which the experience is claimed; •Date of Bidder's involvement in the project; •Size, scope, nature and complexity of work; •Program or project value and duration; •Roles and responsibilities of the Bidder in the program or project; and •Client's References: contact names, current phone numbers and /or e-mail address. 		
<p>The Bidder's Proposed Core Team Resources</p> <p>Bidders must clearly demonstrate that their proposed Core Team Resources meets all the mandatory experience described below.</p>			
Number	Mandatory Technical Criterion	Met	Not Met
MTC 4	<p>The Bidder must propose a Senior Financial Specialist, in compliance with paragraph 6.4.3 of the SOW of Annex A, with a recognized professional designation in Finance and/or Accounting, and with a minimum of 10 years work experience in the last 15 years in cost analysis for large and complex Government or private sector programs or projects, in which the Resource provided cost and budget development, financial modeling, cost-benefit analysis, development of complex payment frameworks, and/or through-life cost planning.</p> <p>To demonstrate the experience, the Bidder must provide:</p> <ul style="list-style-type: none"> • A detailed resume demonstrating the minimum of 10 years work experience in the last 15 years in cost analysis for large, complex Government or private sector projects, in which the Resource(s) provided cost and budget development, financial modelling, cost-benefit analysis, development of complex payment frameworks, and/or through-life cost planning; 		

	<p>The detailed resume must include program or project descriptions that include timeframes in date and total months (ex: Jan 2005 to Jan 2006 - 12 months) for each experience cited, without overlap.</p> <ul style="list-style-type: none"> A certified copy of the professional designation held from a recognized university or equivalent as established by a recognized Canadian academic credentials assessment service organization if obtained outside of Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials Website at http://www.cicic.ca/en/index.aspx <p>Proof must be demonstrated by providing a copy of the Certification.</p>		
MTC 5	<p>The Bidder must propose a Senior Procurement Specialist, in compliance with paragraph 6.4.3 of the SOW of Annex A, with a minimum of 10 years work experience in the last 15 years providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) developed procurement strategies and processes, and handled complex negotiations.</p> <p>To demonstrate the experience, the Bidder must provide:</p> <ul style="list-style-type: none"> A detailed resume demonstrating the minimum of 10 years work experience in the last 15 years providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the resource developed procurement strategies and processes, and handled complex negotiations. <p>The detailed resume must include project descriptions that include timeframes in date and total months (ex: Jan 2005 to Jan 2006 - 12 months) for each project/experience cited, without overlap.</p>		
MTC 6	<p>The Bidder must propose a Senior Project Management Specialist, in compliance with paragraph 6.4.3 of the SOW of Annex A, with a recognized professional designation in project management and with a minimum of 10 years work experience in the last 15 years providing project management for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) provided relationship, change, schedule, and risk management.</p> <p>To demonstrate the experience, the Bidder must provide:</p> <ul style="list-style-type: none"> A detailed resume demonstrating the minimum 10 years work experience in the last 15 years providing project management for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) provided relationship, change, schedule, and risk management. 		

Solicitation No. - N° de l'invitation

EN578-140028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

519zf

Client Ref. No. - N° de réf. du client

20140028

File No. - N° du dossier

519zfEN578-140028

CCC No./N° CCC - FMS No/ N° VME

	<p>The detailed resume must include project descriptions that include timeframes in date and total months (ex: Jan 2005 to Jan 2006 - 12 months) for each project/experience cited, without overlap.</p> <ul style="list-style-type: none">• A certified copy of the professional designation held from a recognized university or equivalent as established by a recognized Canadian academic credentials assessment service organization if obtained outside of Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials Website at Http://www.cicic.ca/en/index.aspx <p>Proof must be demonstrated by providing a copy of the Certification.</p>		
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2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below. Each point rated technical criterion should be addressed separately.

Definitions

Large and complex program or project: means a program or project in acquisition, design, construction or infrastructure with at least a dollar value in excess of \$300M CAD and requiring the services of several Subject Matter Experts working simultaneously on the project to meet tight delivery deadlines.

Strategic Relationship: involves developing enduring relationships and partnerships with clients. In this case, a company that can help support Canada as such relationships being with the shipyards.

Criterion	Minimum Points	Maximum Points
PRTC 1	N/A	65
PRTC 4.1	N/A	40
PRTC 4.2	N/A	40
PRTC 4.3	N/A	40

PRTC 1 - Bidder's human resources back-up plan

The Bidder must obtain a minimum of 75% of the available points for each of the following two sub-criteria in order for its bid to be deemed responsive.

Point-Rated Technical Criterion	Bid Preparation Instructions	Weighting (points)
<p>Approach and methods used by the Bidder regarding the following three (3) sub-criterias:</p> <ol style="list-style-type: none"> Human Resources back-up plan; Knowledge Transfert plan 	<p>The Bidder must demonstrate his approach by including documentation of his human resources back-up plan and knowledge transfert plan.</p> <p>Each plan must include a clear and detailed process that describes the plan.</p> <p>For each plan, documentation must include the following:</p> <ol style="list-style-type: none"> Description of the plan; How the plan is applied on a regular basis by the Bidder's team; and What steps are taken when the client finds that the plan is ineffective. <p>It is recommended that the Bidder document the processes using a logic diagram in order to visually display the logical sequence of the steps to be taken and the decisions to be made.</p>	<p>Points will be assigned as follows:</p> <p>No information = 0 points</p> <p>Incomplete information (Processes are not connected to others, choices further to a decision are not followed up with an action, the Bidder's processes are unclear) = 30 points</p> <p>Good information (All of the processes and decisions are connected, the Bidder's processes are clear and take into account most situations that could occur.) = 50 points</p> <p>Excellent information (All of the processes and decisions are connected, the Bidder's processes are clear and take into account most situations that could occur and are accompanied by a logic diagram) = 65 points</p> <p>Maximum points available: 65</p>

PRTC 2 - Bidder's proposed Core Team

- **Core Team positions are deemed "key" to the project success and will be required to start work upon contract award. Bidders must propose one (1) different qualified individual to fulfill each of the Core Team positions in PRTC 2.1, 2.2 and 2.3.**
- **Each proposed Senior Specialist must have worked at least 2 years on each project.**

PRTC 2.1 - Bidder's proposed Senior Financial Specialist

The Bidder must demonstrate how the Senior Financial Specialist meets the experience requirements.

For each Senior Financial Specialist's experience claimed, the Bidder must provide details including:

- Organization for which the experience is claimed;
- Size, scope, nature and complexity of work;
- Project value and duration;
- Roles and responsibilities of the Bidder in the project; and
- Client's References: contact names, current phone numbers and /or e-mail address.

Experience in projects providing cost analysis for large and complex Government or private sector projects, in which the Resource(s) provided cost development, financial modelling, cost-benefit analysis, and through-life cost planning. Note: A major project is longer than 2 years.	Project(s) valued between \$250M CAD and \$350M CAD	1 project	10 points	Maximum points available: 15	Total Maximum points available: 30
		2 projects	15 points		
	Project(s) valued between \$350M CAD and \$500M CAD	1 project	12 points	Maximum points available: 25	
		2 projects	20 points		
		3 projects	25 points		
	Project(s) valued over \$500M CAD	1 project	20 points	Maximum points available: 30	
		2 projects	30 points		
Project experience claimed in PRTC 2.1 is related to shipbuilding, ship refit/conversion/modernization, and/or offshore floating structure construction.	1 project	3 points	Maximum points available: 10		
	2 projects	7 points			
	3 projects	10 points			

PRTC 2.2 - Bidder's proposed Senior Procurement Specialist

The Bidder must demonstrate how the Senior Procurement Management Specialist meets the experience requirements.

The Bidder must provide details for each project claimed including:

- Organization for which the experience is claimed;
- Size, scope, nature and complexity of work;
- Project value and duration;
- Roles and responsibilities of the Bidder in the project; and
- Client's References: contact names, current phone numbers and /or e-mail address.

Experience in projects providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource	Project(s) valued between \$250M CAD and \$350M CAD	1 project	10 points	Maximum points available: 15	Total Maximum points available: 30
		2 projects	15 points		
	Project(s) valued between \$350M	1 project	12 points	Maximum	

developed procurement strategies and processes, and handled complex negotiations. Note: A major project is longer than 2 years.	CAD and \$500M CAD	2 projects	20 points	points available: 25
		3 projects	25 points	
		Project(s) valued over \$500M CAD	1 project	
	2 projects	30 points		
	Project experience claimed in PRTC 2.2 is related to shipbuilding, ship refit/conversion/modernization, and/or offshore floating structure construction.		1 project	3 points
		2 projects	7 points	
		3 projects	10 points	

PRTC 2.3 - Bidder's proposed Senior Project Management Specialist						
The Bidder must demonstrate how the Project Management Specialist meets the experience requirements.						
The Bidder must provide details for each project claimed including:						
<ul style="list-style-type: none">•Organization for which the experience is claimed;•Size, scope, nature and complexity of work;•Project value and duration;•Roles and responsibilities of the Bidder in the project; and•Client's References: contact names, current phone numbers and /or e-mail address.						
Experience in projects providing project management for large and complex Government or private sector projects, in which the Resource(s) provided relationship, change, schedule, and risk management. Note: A major project is longer than 2 years.	Project(s) valued between \$250M CAD and \$350M CAD	1 project	10 points	Maximum points available: 15	Total Maximum points available: 30	
		2 projects	15 points			
	Project(s) valued between \$350M CAD and \$500M CAD	1 project	12 points	Maximum points available: 25		
		2 projects	20 points			
		3 projects	25 points			
	Project(s) valued over \$500M CAD	1 project	20 points	Maximum points available: 30		
		2 projects	30 points			
Project experience claimed in PRTC 2.3 is related to shipbuilding, ship refit/conversion/modernization, and/or offshore floating structure construction.		1 project	3 points			Maximum Points available: 10
		2 projects	7 points			
		3 projects	10 points			

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested. Bidders should provide the required certifications and related documentation in Section III of their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related Documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

1.2 Additional Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

ATTACHMENT 1 to PART 5

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1.1 Federal Contractors Program

1.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either, as a result of a finding of non-compliance by HRSDC, or, following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who does not fall within the exceptions enumerated in 3.a or b below or does not have a valid certificate number confirming its adherence to the FCP must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder or, if the Bidder is a joint venture, the member of the joint venture certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 (including Applicable taxes) or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servants Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the 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 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

The Bidder must provide an answer to the following question:

As per the above definitions, is the Bidder a FPS in receipt of a pension? **YES () NO ()**; and

if the answer is YES, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- a) name of former public servant; and
- 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 Reduction Program

The Bidder must provide an answer to the following question:

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**; and

if the answer is YES, 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.4 Status and Availability of Resources

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

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

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that

Solicitation No. - N° de l'invitation

EN578-140028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

519zf

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

20140028

519zfEN578-140028

every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

1.6 Conflict of Interest Declaration Certification

The Bidder must complete and submit the Conflict of Interest Declaration Certification provided at Annex "E".

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7- Resulting Contract Clauses; and
- (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding.

2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

1.2 Task Authorization

1.2.1 Work described at Annex A, Statement of Work will be performed under the Contract on an "as and when requested basis".

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause,

- 1.2.2a)** an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- 1.2.2b)** the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- 1.2.2c)** the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- 1.2.2d)** the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- 1.2.2e)** the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

1.2.3 TA Authority and Limit

1.2.3.1 The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of **\$250,000.00**, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

1.2.3.2 The authority specified under paragraph 1.2.3.1 of this clause is granted subject to the sum specified in the Contract under clause 6.2, Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

1.2.4 TA Process

1.2.4.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
 - i. the details of the activities or revised activities to be performed;
 - ii. a description of the deliverables or revised deliverables to be submitted; and
 - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.

1.2.4.2 Within two (2) business days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B, to be provided, as applicable, per milestone contained in the Schedule of Milestones ;
3. and; for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :
 - a. the name of the proposed resource;
 - b. the resume of the proposed resource; and
 - c. a demonstration that the proposed resource meets the Contract security requirements (1.2.4.1.2 above).

1.2.4.3 TA Authorization

1.2.4.3.1 The TA Authority will authorize the TA based on:

1. the request submitted to the Contractor pursuant to paragraph 1.2.4.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.2.4.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.

1.2.4.3.2 The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.2.4.2.3 above.

1.2.4.4 The authorized TA will be issued to the Contractor by facsimile and/or by email (as an email attachment in PDF format). The original version will follow by mail, if necessary

1.2.5 Minimum Work Guarantee - All the Work - Authorized TAs

1.2.5.1 Minimum Contract Value means 5% of the Maximum Contract Value.

1.2.5.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.5.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

1.2.5.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

1.2.5.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.6 Periodic Usage Reports - Contracts with TAs

1.2.6.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.2.6.2 No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.6.3 and 1.2.6.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31; and
 4th quarter: January 1 to March 31.

1.2.6.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.2.6.4 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 6.2, Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;

- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2013-03-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____.

3. Security Requirement

3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

3.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List, attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to seven (7) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

4.3 Termination on Thirty Days Notice

4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mohamed Souleiman

Professional Services Procurement Directorate
Public Works and Government Services Canada
Place du Portage, Phase III, 10C1

11, Laurier, Gatineau, Québec, Canada, K1A 0S5

Telephone: 819-956-8348

Facsimile: 819-956-2675

E-mail address: Mohamed.Souleiman@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: The Project Authority will be identified in the resulting Contract

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.

5.3 Contractor's Project Administrator and Representative

The Contractor's Project Administrator and Representative will be identified in the resulting Contract

6. Payment

6.1 Basis of Payment

6.1.1 Firm Lot Price TA

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included, and Applicable Taxes are extra.

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

6.1.2 TA subject to a Limitation of Expenditure

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.1.3 Authorized travel and living expenses for Work performed outside the National Capital Region (NCR) only

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____. Customs duty are included, and Applicable Taxes are extra.

All travel must have the prior authorization of the Project and/or Contracting Authority. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the firm lot price for professional fees specified above.

6.2. Limitation of Expenditure - Cumulative Total of all Authorized TAs

6.2.1 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included, and the Applicable Taxes are extra.

6.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.2.3 The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 6.1.2, TA subject to a Limitation of Expenditure),

whichever comes first.

4. 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.

6.3 Method of Payment

For the Work specified in an authorized firm lot price TA and for the Work specified in an authorized TA subject to a limitation of expenditure, one, several or all of the following methods of payment will form part of the authorized TA:

6.3.1 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.

6.3.2 Monthly Payments

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

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

6.3.3 Milestone Payments

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

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

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C0305C (2008-05-12), Cost Submission

A9116C (2007-11-30), T1204 Information Reporting by Contractor

6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7. Invoicing Instructions

7.1 Invoicing Instructions - Single and Monthly Payments Claims

7.1.1 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.

7.1.2 Invoices must be distributed as follows:

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

7.2 Invoicing Instructions - Milestone Payment Claim

7.2.1 The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Milestone Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

7.2.2 The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for milestone payments.

7.2.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

7.2.4 The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-03-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

12. Foreign Nationals

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

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

13. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

14. SACC Manual clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

A9068C (2010-01-11), Government Site Regulations

B4059C (2008-05-12), Government Supplied Technical Documents

C2603C (2008-05-12), Customs Duties - Exemption

C2604C (2008-05-12), Customs Duties, Excise Taxes and GST/HST - Non resident

D0024C (2008-05-12), Liquidated Damages

15. Conflict of Interest Management Requirements

15.1 Introduction

15.1.1 In order to ensure the independence and ongoing integrity of the assistance provided by the Contractor to Canada, the Contractor must be and remain independent from the NSPS selected

shipyards, their Tier One partners, and other entities with which Canada is negotiating ship design or shipbuilding-type work, such as, without limitation, a ship integrator.

15.1.2 Definitions:

15.1.2.1 3PEA Team (Team): includes all Contractor, subcontractor and consultant personnel performing Work pursuant to this Contract, including employees, experts and support staff.

15.1.2.2 Conflict of Interest: is as defined in the 2035 (2013-03-21) General Conditions – Higher Complexity – Services.

15.2 Relationships

15.2.1 For the purposes of this Contract, the Contractor could have relationships that fall under two categories of types of relationships that would be, or be perceived to be, a Conflict of Interest:

15.2.1.1 Relationship Type A: where the Contractor, its affiliates or Team member(s), or where the spouse, parent or child, whether through blood, law or adoption, of a Team Member, has a financial interest in an entity listed at paragraph 15.4.

15.2.1.2 Relationship Type B: where the Contractor, its affiliates or Team member(s), or where the spouse, parent or child, whether through blood law, or adoption, of a Team Member, trades goods or services with, or otherwise performs work for, an entity listed at paragraph 15.4.

15.2.2 The Contractor must not have a Type A relationship.

15.2.3 If the Contractor has a Type B relationship, the Contractor must adhere to the restrictions as described at paragraph 15.3.

15.2.4 The list of entities at paragraph 15.4 can be amended periodically at Canada's discretion to include other organizations which, at the time of the issuance of this Contract are as-yet unknown to Canada, but with which Canada will be conducting shipbuilding or ship design work, such as, without limitation, a ship integrator.

15.2.5 Contractor must continually disclose the nature of its relationship(s) as described herein for the life of the Contract, by providing a revised Certification of Relationships and Relationship Management Form (Annex "C" to this Contract) to the Contracting Authority, as either:

- a. The Contractor's relationship(s) with any of the entities listed at paragraph 15.4 changes; or,
- b. A new entity is added to the list at paragraph 15.4.

Each time a new disclosure of relationship is provided to Canada, Canada will review the nature of the relationship. In the case of a relationship Type A, tasks for Work as described in this Contract will not be issued to the Contractor. In such instances, Canada reserves the right to contract separately with another entity for such work.

15.3 Relationship-Containment Restrictions

This clause 15.3 applies only to the extent that a Type B relationship exists.

15.3.1 Only Team members may be involved in Work pursuant to this Contract. Team members must not discuss the Work with persons outside of the Team;

15.3.2 Team members must not perform or have access to other work that would create a situation, or could be perceived to create a situation, of Conflict of Interest. Such work must not be discussed with Team members;

15.3.3 The contents of files including but not limited to information, data, documentation, communications, etc., relating to Work pursuant to this Contract must be segregated, both physically and electronically, in a secure format such that only the members of the Team have access to said files;

15.3.4 Team members must only perform Work in offices and workstations that are separate from non-Team members, or otherwise adequately secure locations;

15.3.5 The Contractor must have a written policy, shared with all employees and subcontractors, that describes these requirements, and that includes provisions such that the breach of these requirements could result in sanctions up to and including dismissal or termination of contract for default;

15.3.6 The Contractor must ensure that all Team members agree in writing that he/she understands, accepts, and will adhere to the policy as described in paragraph 15.3.5.

15.4 List of Entities

- Irving Shipbuilding Inc.
- Bath Iron Works
- Fleetway Inc., Canada
- Lockheed Martin Canada Inc., Canada
- Odense Maritime Technology A/S, Denmark
- Vancouver Shipyards Co. Ltd.
- Seaspan ULC
- Alion Science and Technology Canada
- Computer Sciences Canada Inc., Canada
- Imtech Marine & Offshore B.V., Netherlands
- STX Canada Marine Inc., Canada
- Thales Canada Inc.

15.5 Exclusivity

15.5.1 In some instances, a task issued pursuant to this Contract may include the requirement for exclusivity. In such cases, the following wording (paragraphs 15.5.1.1 through 15.5.1.10, inclusive) will be included in the applicable Task, completed to identify the applicable project or program:

15.5.1.1 *The Contractor acknowledges and agrees that the Contractor may have advance knowledge of some of the requirements for future RFPs and resulting contracts related to ____ (insert at task issuance), and accordingly agrees to all of following restrictions and conditions.*

15.5.1.2 *Neither the Contractor nor any employee of the Contractor nor any affiliate of the Contractor nor any person with whom the Contractor does not deal at arm's length is eligible to submit a bid in response to future RFPs for implementation of the ____ (insert at task issuance), nor any other RFP for work related to ____ (insert at task issuance) [collectively "Future ____ (insert at task issuance) RFPs"], nor to assist in the preparation of any other person's bid therefore, as joint venturer, subcontractor, consultant or in any other role.*

15.5.1.3 *No subcontractor of the Contractor, nor any affiliate of a subcontractor of the Contractor, nor any ex-employee of the Contractor or employee or ex-employee of a subcontractor of the Contractor or of an affiliate of a subcontractor of the Contractor, is eligible to submit a bid in response to Future*

_____(insert at task issuance) RFPs, nor to assist in the preparation of any other person's bid therefore, as joint venturer, subcontractor, consultant or in any other role, unless such subcontractor, employee or ex-employee:

i) is not an affiliate of the Contractor; and

ii) deals with the Contractor at arm's length; and

iii) at least 12 months have elapsed between the time such subcontractor, employee or ex-employee completed work under this Task and the time such subcontractor, affiliate of such subcontractor, employee or ex-employee commenced work on the bid in response to the Future ____ (insert at task issuance) RFP.

15.5.1.4 Canada may, in its discretion, in any Future ____ (insert at task issuance) RFP, consider the bid or the assistance in the preparation of any bid of any person, other than the Contractor, who is restricted under this clause from bidding or assisting if Canada has been provided evidence satisfactory to Canada, that no advantage or other conflict of interest arises as a result of the relationship to the Contractor, its affiliates, its subcontractors or otherwise.

15.5.1.5 Any person restricted under this clause may perform work under a contract resulting from a Future ____ (insert at task issuance) RFP only with Canada's prior consent, and Canada will not consent unless Canada is first satisfied that that person has complied with this clause, and that no conflict of interest will arise as a result of that person performing the work proposed.

15.5.1.6 For the purpose of this clause, "Contractor" includes any joint venture party; "employee" includes individual personnel working for or with the Contractor or subcontractor whether or not they enjoy an employment relationship; "affiliate" is as defined in the Canada Business Corporations Act, RSC 1985, c. C-44, as amended; and "arm's length" is as defined in the Income Tax Act, R.S.C. 1985, Chapter 1, as amended.

15.5.1.7 The Contractor shall advise its subcontractors and employees, in writing, of the restrictions set out herein, before any of them commence Work under the Task.

15.5.1.8 Provisions that reflect the substance of this clause will be included in Future ____ (insert at task issuance) RFPs and their resulting contracts. Responses to Future ____ (insert at task issuance) RFPs that are in violation of the above provisions will not be considered. If a violation is discovered after award of a contract resulting from a Future ____ (insert at task issuance) RFP, the violation shall be grounds for termination under the default provisions of the contract.

15.5.1.9 Without restricting the generality of the Limitation of Liability clause of the Contract, the Contractor must indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or be alleged to be caused to or suffered by any person as a result of their non-eligibility to bid on Future ____ (insert at task issuance) RFPs or to act as a subcontractor or otherwise pursuant to the above restrictions.

15.5.1.10 The Contractor hereby agrees that it will advise the Contracting Authority, should it undertake or perform services on behalf of, or contract with, any potential ____ (insert at task issuance) bidder, contractor or subcontractor on any future RFP or contract that could be perceived to provide any real or apparent Conflict of Interest.

ANNEX A STATEMENT OF WORK

1. Introduction

The purpose of this Statement of Work (SOW) is to define the work required of the Contractor in support of the National Shipbuilding Procurement Strategy (NSPS) Secretariat and the NSPS projects. The Contractor must provide assessments and advice that will help NSPS make more informed decision-making and help ensure the delivery of desirable outcomes for the NSPS.

2. Background

Through the National Shipbuilding Procurement Strategy (NSPS), Canada has established long-term strategic sourcing relationships with two Canadian shipyards. These shipyards were selected through a national competition to build Canada's large ships: Irving Shipbuilding Inc. for the combat vessels package; and, Vancouver Shipyards Co. for the non-combat vessels package.

Over the coming years, Canada will negotiate and manage several contracts using a phased design and build approach to mitigate risks for the large federal ships. Canada will also conduct competitive procurement for the smaller vessels as well as the repair, refit and maintenance of the federal fleet.

Canada has identified certain key areas where the timely transaction advice and related assistance from an independent Third Party Expert would help ensure that Canada achieves the most equitable, effective, and robust contracts possible, which contain acceptable levels of risk and provide value for money.

3. Scope of Work

3.1 Meetings

3.1.1 The Contractor must participate in a 1-day kick-off meeting to be held at Canada's facility at 270 Albert Street, Ottawa, ON (or an alternate location in the National Capital Region, as determined by Canada) within 15 working days of Contract award. The intention of the kick-off meeting is to familiarize the Contractor with the Secretariat's work and the NSPS projects, and to provide a forum to discuss and ensure a common understanding of the Contract, including all schedules and appendices.

The Contractor must prepare and deliver kick-off meeting minutes 5 working days after the kick-off meeting. The minutes must include:

- i. The date, location, and list of all attendees;
- ii. A summary of the discussion; and,
- iii. All decisions made and an "Action Items" list, if applicable.

3.1.2. Other Meetings: Canada may schedule additional meetings, teleconferences, video conferences and/or briefings as required. As appropriate, meetings will be held at the Contractor's or Canada's facilities, at Canada's discretion. Such meetings would be raised on an as-and-when needed basis through the issuance of a task under this Contract.

3.1.3. The Contractor must ensure that the data, personnel, and facilities, as required, all are available for each meeting. The Contractor must ensure that the person who has final approval authority under this contract for decision-making and changes is present at meetings, when requested by Canada.

3.2. Task-Based Work

The transaction advice and related assistance provided by the Contractor will be called-up as tasks under this Contract. Specific work descriptions and deliverables will be described in the individual tasks, as they are called-up. Tasks issued pursuant to this Contract will include, but not necessarily be limited to, the following types of work:

3.2.1.1. Assessment of cost proposals related to the implementation of the NSPS and the NSPS projects, which may include, but is not limited to, determining the reasonableness, completeness, and/or comprehensiveness of the proposals regarding the cost, level of effort, profit, risk, etc.;

3.2.1.2. Provision of transaction advice and/or professional opinion regarding the implementation of NSPS, and procurement and project management activities. Such Work could include, but is not limited to, advice and opinion regarding: procurement strategies and other processes and methodologies; evaluation criteria; project process plans; key performance indicators of various activities including shipbuilding activities; shipbuilding schedules and other scheduling issues; alignment with strategic objectives; risks and mitigation plans; assumptions; sensitivity analyses; etc.;

3.2.1.3. Assistance building and maintaining strategic relationships and the dissemination and implementation of lessons learned. Such Work could include, but is not limited to: transferring knowledge; ensuring consistency in Canada's approach; providing related documentation; etc.;

3.2.1.4. Provision of support to Canada's contract negotiations. Such Work may include, but is not limited to providing advice and/or opinion regarding industry trends, norms and standard practices; and

3.2.1.5. Provision of due diligence advice and analysis on domains such as: financial, commercial, valuation, regulatory compliance and related matters; and

3.2.2. Tasks can be raised by the Secretariat on behalf of the Secretariat or any of the NSPS projects, or any combination thereof.

4. Contractor's Client-Management Approach

4.1 The Contractor must develop, implement and maintain a client-management approach to be used during the period of the Contract.

4.2 In order to fulfil Canada's requirements in terms of all services required under this Contract, the Contractor's Client Management Approach must respect the following processes:

- Work distribution and tracking system to ensure on time delivery of consistent, high quality services to the clients;
- The Contractor's Project Administrator and Representative must assess the work received from clients and its distribution amongst his resources and manage it;
- The Contractor's Project Administrator and Representative must track the progress on each project assigned to his resources and ensure on time delivery of completed work to the clients;
- The Contractor's Project Administrator and Representative must be responsible for receiving and resolving customer complaints 365 days a year.
- A dispute resolution plan that contains an escalation process for resolving customer complaints that can't be resolved under the Contractor's routine procedures for problem resolution;
- A remedial plan for replacing personnel during sick leave, vacation or any other absence by having qualified and standby resources available during the period of the Contract;

- A backup plan to resolve electronic systems and all component failures within reasonable time hours;
- The Contracto must deal with excessive workload and/or with work with a firm and very tight deadline, including workload exceeding the normal daily capacity required.

5. Deliverables

5.1 Service Level Reporting - Monthly Reports

In order to fulfil Canada's requirements in terms of Services Level Reporting required under this Contract, the Contractor must respect the following processes:

- Within 10 working days from the last working day of each month, the Contractor must provide, at no additional cost to Canada a reporting data in MS Excel format and other electronic formats, as may be agreed upon.

Reports to be provided on an ongoing basis must include:

- a report on all tasks received from the Project Authority (including name of the Project Authority, date and time;
- received, date and time sent, description of the task;
- a usage report by region and branch level for every service performed, including total number of hours the cost of the service for the month and the totals to-date; and
- a report addressing the percentages of orders delivered within the Contract's delivery requirements.

Canada will review the reports and communicate with the Contractor regarding the quality of work performed pursuant to the Contract through the Contracting Authority.

5.2 Data Required for Reporting

The Contractor must have a process to capture the data required for reporting.

Data can be collected using a payroll system, a time and attendance system or any other type of database. Typically, timesheets and/or scheduling documents are the original source records used for service hours and days.

The process must be able to link employees' service hours or days to a specific program as reporting is required at a program level. For multiple programs, typically this is achieved using a simple coding system.

Although the original source records, such as staff schedules, timesheets and payroll records, must be retained for audit purposes, they do not need to be submitted to Canada with service level reports.

6. Contractor's Core Team

6.1 Contractor's Project Administrator and Representative

6.1.1 The Contractor's Project Administrator and Representative means the person designated by the Contractor within his organization to provide customer services to Canada, liase with Canada's Project Authority and provide assistance in dispute resolution.

6.1.2 The Contractor's Project Administrator and Representative must undertake full responsibility for hands-on management of tasks issued by Canada's Project Authority and ensure delivery of services in accordance with the terms and conditions specified in this Contract and the Statement of Work.

6.1.3 The Contractor must provide an individual resource who will perform the function of a Contractor's Project Administrator and Representative.

6.1.4 The Contractor must ensure that the following processes are respect:

- i. The Contracting Authority and/or the Project Authority must be able to communicate personally and readily with the Contractor's Project Administrator and Representative;
- ii. The Contractor's Project Administrator and Representative must be able to address and respond to issues and concerns raised in a timely manner;
- iii. The Contractor's Project Administrator and Representative's responsibilities must be carried out during his/her absence;
- iv. The Contractor's Project Administrator and Representative must be able to report on the activities of the Contract across Canada; and
- v. The Contractor's Project Administrator and Representative must have the technical support and administrative support personnel to respond to administrative issues and concerns raised.

6.2 Project Management Specialists

The Contractor must provide a Junior Project Management Specialist, an Intermediate Project Management Specialist and a Senior Project Management Specialist when required. All three (3) Project Management Specialists must meet the Conflict of Interest Clause as defined in the Contract.

The Contractor's Project Management Specialists must be able to provide the required services that may include, but are not limited to the following:

- Advice on matters concerning government - shipyard and/or Government - industry relationship management;
- Manage the team or teams to complete the task(s) authorized by Canada in accordance with the contract.
- Determine the budgetary and schedule requirements, the composition, roles and responsibilities and terms of reference for the team and its members for each task
- Manage the resources to complete the work for each task, and provide significant event report where applicable
- Report progress of the tasks on an ongoing basis and at scheduled points where applicable;
- Liaise with stakeholders to resolve issues and problems encountered during the performance of the task(s);
- Prepare plans, charts, tables and diagrams to assist in analyzing data or displaying findings; work with a variety of project management and financial management tools;
- Manage the succession planning, transfer of knowledge and lessons learned to new member(s) of the team(s) to provide consistency and rapid response to task(s);
- Performance quality assurance function on deliverables;
- Attest the results of the work, where required; and
- Make presentations to senior Government officials on the results of the task(s) where required.

6.2.1 Junior Project Management Specialist

Education: A Diploma or Degree from a recognized post secondary institution in Business Administration and/or Project Management, or an acceptable combination of education, training and experience is required.

Experience: Minimum of 3 years work experience in the last 10 years providing project management advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) provided relationship, change, schedule, and/or risk management.

6.2.2 Intermediate Project Management Specialist

Education: Must have either a Degree/Diploma in in Business Administration and/or Project Management and in the process of obtaining a Project Management Professional Designation such as PMP.

Experience: Minimum of 5 years work experience in the last 10 years providing project management advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) provided relationship, change, schedule, and/or risk management.

6.2.3 Senior Project Management Specialist

Education: Must have either a Degree/Diploma in in Business Administration and/or Project Management and a Project Management Professional Designation such as PMP.

Experience: Minimum of 10 years work experience in the last 15 years providing project management advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) provided relationship, change, schedule, and/or risk management.

6.3 Procurement Specialists

The Contractor must provide a Junior Procurement Specialist, an Intermediate Procurement Specialist and a Senior Procurement Specialist when required. All three (3) Procurement Specialist must meet the Conflict of Interest Clause as defined in the Contract.

The Contractor's Procurement Specialists must be able to provide the required services that may include, but are not limited to the following:

- Provide strategic advice on matters concerning integrity, value for money, intellectual property rights, risk sharing, risk mitigation, risk financing, limitation of liability, incentives, for the delivery of the desired outcomes of the NSPS;
- Analyse Government's new-built requirements and workload of shipyards, and provide advice on work-arounds to avoid boom and bust, where needed;
- Assist in the negotiations of a variety of contract terms and conditions;
- Provide advice on transition from implementation to in-service support, where needed;
- Verify the level of effort in a proposal is commensurate with the work to be performed, where required;
- Prepare plans, charts, tables and diagrams to assist in analyzing data or displaying findings;
- Attest the results of the work, where required; and

-
- Make presentations to senior Government officials on the results of the task(s) where required.

6.3.1 Junior Procurement Specialist

The Contractor's Junior Procurement Specialist must have as a minimum the following mandatory qualifications:

Education: A Diploma or Degree from a recognized post secondary institution, in a relevant field or an acceptable combination of education, training and experience is required

Experience: Minimum of 3 years work experience in the last 10 years providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) developed procurement strategies and processes, and handled complex negotiations.

6.3.2 Intermediate Procurement Specialist

The Contractor's Intermediate Procurement Specialist must have as a minimum the following mandatory qualifications:

Education: A Diploma, or Degree from a recognized post secondary institution in a relevant field or an acceptable combination of education, training and experience is required

Experience: Minimum of 5 years work experience in the last 10 years providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) developed procurement strategies and processes, and handled complex negotiations.

6.3.3 Senior Procurement Specialist

The Contractor's Intermediate Procurement Specialist must have as a minimum the following mandatory qualifications:

Education: A Diploma, or Degree from a recognized post secondary institution in a relevant field or an acceptable combination of education, training and experience is required

Experience: Minimum of 10 years work experience in the last 15 years providing procurement advice for large, complex Government or private sector projects involving multiple stakeholders, both private and public, in which the Resource(s) developed procurement strategies and processes, and handled complex negotiations.

6.4 Financial Specialists

The Contractor must provide a Junior Financial Specialist, an Intermediate Financial Specialist and a Senior Financial Specialist when required. All three (3) Financial Specialists must meet the Conflict of Interest Clause as defined in the Contract.

The Contractor's Financials Specialists must be able to provide the required services that may include, but are not limited to the following:

-
- Provide strategic advice on matters concerning open book access, cash flow and working capital, financial security and bonds, present net worth, cost accounting, and project financing for the delivery of the desired outcomes of the NSPS;
 - Assist in the negotiations of financial and payment terms and conditions;
 - Analyse target cost, ceiling price, and financing provisions and perform risk analysis where required;
 - Provide advice on transition from implementation to in-service support, where needed;
 - Liaise with Government Cost Analyst(s) and representative(s) from Chief Financial Offices (CFOs) to ensure common practice and consistence treatment of data;
 - Construct or verify cost models for work to be performed by shipyards with respect to assumptions, input, limitations, and perform sensitivity analysis where required;
 - Assist in cost verification and audit of shipyards, where applicable;
 - Prepare plans, charts, tables and diagrams to assist in analyzing data or displaying findings;
 - Attest the results of the work, where required; and
 - Make presentations to senior Government officials on the results of the task(s) where required.

6.4.1 Junior Financial Specialist

The Contractor's Junior Financial Specialist must have as a minimum the following mandatory qualifications:

Education: Must be have a degree/diploma in a relevant field Experience.

Experience: Minimum of 3 years work experience in the last 10 years in cost analysis for large and complex Government or private sector programs or projects, in which the resource provided cost and budget development, financial modeling, cost-benefit analysis, development of complex payment frameworks, and/or through-life cost planning.

6.4.2 Intermediate Financial Specialist

The Contractor's Intermediate Financial Specialist must have as a minimum the following mandatory qualifications:

Education: Must have either a Degree/Diploma in a relevant field and in the process of obtaining a Professional Finance/Accounting Designation such as i.e. CA, CMA, CGA, CIA or CFE Secondary

Experience: Minimum of 5 years work experience in the last 10 years in cost analysis for large and complex Government or private sector programs or projects, in which the resource provided cost and budget development, financial modeling, cost-benefit analysis, development of complex payment frameworks, and/or through-life cost planning.

6.4.3 Senior Financial Specialist

The Contractor's Senior Financial Specialist must have as a minimum the following mandatory qualifications:

Education: Must have a Degree/Diploma in a relevant field and a Professional Finance/Accounting Designation such as CA, CMA, CGA, CIA or CFE.

Experience: Minimum of 10 years work experience in the last 15 years in cost analysis for large and complex Government or private sector programs or projects, in which the resource provided cost and budget development, financial modeling, cost-benefit analysis, development of complex payment frameworks, and/or through-life cost planning.

6.5 Additional Resources

Additional Resources may be required on an "as and when requested" basis throughout the contract period against the Project Management Specialist, the Financial Specialist, and the Procurement Specialist categories, at any level (Junior, Intermediate, Senior). Any additional resource will be evaluated against the resource category requirements as specified in sections 6.2, 6.3, and 6.4 above.

6.6 Replacement

6.6.1 The Project Authority may ask the Contractor, in writing, to replace any resource whose services are deemed unsatisfactory. The Contractor will have two working days to find a replacement. If the Contractor is unable to do so, Canada may terminate, without cost, the contract concluded with the Contractor.

6.6.2 The Contractor must replace him or her within two working days. Canada reserves the right to assign a resource from another firm if the Contractor cannot find a replacement acceptable to Canada, within the required time that meets the requirements for experience and expertise.

Replacing is subject to the following conditions:

- a. If the Contractor is at any time unable to provide the services of a person designated in the contract, it will provide the services of a replacement with equivalent or greater skills and experience. The Contractor will bear the cost of any training given by Canada to the replacement.
- b. Before replacing a person designated in the contract, the Contractor will submit to the Project Authority, for approval, a notice in writing that states:
 - i. the reason for withdrawing the designated person;
 - ii. the name of the proposed replacement and his/her résumé;
 - iii. proof that the proposed replacement has the required security clearance stated in the Contract.
- c. Canada reserves the right to check references, request the curriculum vitae, copies of qualifications and to obtain information from its own sources.
- d. Acceptance of a replacement by Canada does not relieve the Contractor of its responsibility to satisfy the requirements of the contract.
- e. In no case shall the contractor have work performed by a person not authorized to work in Canada.
- f. Canada may order the removal of any unauthorized replacement, in which case the Contractor will immediately remove the person from his/her position and provide a replacement in accordance with the provisions of this section.
- g. Any Contractor' resource replaced must meet the Conflict of Interest Clause as defined in the Contract.

7. Working hours and Statutory holidays: Definition of terms

"Regular work day": eight consecutive hours of work, starting at the Contractor's start of regular work day, from Monday to Friday, not including statutory holidays.

"Overtime on a regular work day": subsequent period to eight consecutive hours of work on a regular work day.

"Weekends": Saturdays and Sundays.

"Statutory Government of Canada holidays": according to federal legislation, nine statutory holidays such as the following:

- New Year's Day-January 1
- Holy Friday-Friday before Easter Sunday
- Victoria Day-May 24 or the preceding Monday
- Canada Day-July 1
- Labour Day-first Monday of September
- Thanksgiving Day-second Monday of October
- Remembrance Day-November 11
- Christmas Day-December 25
- Boxing Day-December 26
- Weekend": Saturdays and/or Sundays

ANNEX B BASIS OF PAYMENT

1. All-inclusive Fixed Hourly Rate

The Contractor will be paid in accordance with a all-inclusive fixed hourly rates indicated in the table below, during the period indicated in this Contract.

- a. The all-inclusive fixed hourly rates must include all charges related to the Work described in Appendix A – Statement of Work. These charges include (but are not limited to) word processing, reports, photocopying, courier services, software costs, telephone calls, receipt and transmission or delivery of documents, and all related expenditures, GST excluded.
- b. All expected outcomes are FOB consignee, Canadian customs duties included, where applicable.
- c. For billing purposes, the all-inclusive fixed hourly rates that must be used are those in effect on the delivery date indicated on Task Authorization Form request.
- d. All-inclusive fixed hourly rates indicated in the table below, for optional years, will apply only if Canada exercises the option to extend the Contract.

	INITIAL PERIODS		QUOTED ALL-INCLUSIVE FIXED HOURLY RATE (in Cdn \$)
1	Initial Period - Year 1		
1a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
1b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
1c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
2	Initial Period - Year 2		
		Senior	\$/per hour

2a	Financial Specialist		
		Intermediate	\$/per hour
		Junior	\$/per hour
2b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
2c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
3	Initial Period - Year 3		
3a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
3b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
3c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour

Solicitation No. - N° de l'invitation

EN578-140028/A

Client Ref. No. - N° de réf. du client

20140028

Amd. No. - N° de la modif.

File No. - N° du dossier

519zfEN578-140028

Buyer ID - Id de l'acheteur

519zf

CCC No./N° CCC - FMS No/ N° VME

	OPTION PERIODS		QUOTED ALL-INCLUSIVE FIXED HOURLY RATE (in Cdn \$)
1	Option Year 1		
1a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
1b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
1c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
2	Option Year 2		
2a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
2b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
		Senior	\$/per hour

Solicitation No. - N° de l'invitation

EN578-140028/A

Client Ref. No. - N° de réf. du client

20140028

Amd. No. - N° de la modif.

File No. - N° du dossier

519zfEN578-140028

Buyer ID - Id de l'acheteur

519zf

CCC No./N° CCC - FMS No/ N° VME

2c	Project Management Specialist		
		Intermediate	\$/per hour
		Junior	\$/per hour
3	Option Year 3		
3a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
3b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
3c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
4	Option Year 4		
4a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
4b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour

4c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
5	Option Year 5		
5a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
5b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
5c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
6	Option Year 6		
6a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
6b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour

Solicitation No. - N° de l'invitation

EN578-140028/A

Client Ref. No. - N° de réf. du client

20140028

Amd. No. - N° de la modif.

File No. - N° du dossier

519zfEN578-140028

Buyer ID - Id de l'acheteur

519zf

CCC No./N° CCC - FMS No/ N° VME

		Junior	\$/per hour
6c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
7	Option Year 7		
7a	Financial Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
7b	Procurement Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour
7c	Project Management Specialist	Senior	\$/per hour
		Intermediate	\$/per hour
		Junior	\$/per hour

Solicitation No. - N° de l'invitation

EN578-140028/A

Amd. No. - N° de la modif.

File No. - N° du dossier

519zfEN578-140028

Buyer ID - Id de l'acheteur

519zf

Client Ref. No. - N° de réf. du client

20140028

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Refer to Security Requirement Checklist Form at the end of the document

ANNEX D TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM - FORMULAIRE D'AUTORISATION DE TÂCHE

Contract Number - Numéro du contrat**Task Authorization (TA) No. - N° de l'autorisation de tâche
(AT)****Contractor's Name and Address - Nom et adresse de l'entrepreneur****Original Authorization - Autorisation originale**

Total Estimated Cost of Task (Applicable Taxes extra) before any \$
 revisions: Coût estimatif total de la tâche (Taxes applicables en sus)
 avant toutes révisions :

TA Revisions Previously Authorized(as applicable) - Révisions de l'AT autorisées précédemment (s'il y a lieu)

Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc.). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de révision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées.

TA Revision No. - N° de Révision de l'AT :

Authorized Increase or Decrease (Applicable Taxes extra) :
 Augmentation ou réduction autorisée (Taxes applicables en sus) :

\$

TA Revision No. - N° de Révision de l'AT :

Authorized Increase or Decrease (Applicable Taxes extra) :
 Augmentation ou réduction autorisée (Taxes applicables en sus) :

\$

TA Revision No. - N° de Révision de l'AT :

Authorized Increase or Decrease (Applicable Taxes extra) :
 Augmentation ou réduction autorisée (Taxes applicables en sus) :

\$

New TA Revision (as applicable) - Nouvelle révision de l'AT (s'il y a lieu)

Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite. Si aucune augmentation ou diminution n'est autorisée, inscrire 0.00\$.

TA Revision No. - N° de Révision de l'AT :

Authorized Increase or Decrease (Applicable Taxes extra) :

Augmentation ou réduction autorisée (Taxes applicables en sus):

\$

Total Estimated Cost of Task (Applicable Taxes extra) after this
 revision:

\$

Coût estimatif total de la tâche (Taxes applicables en sus) après cette
 révision :

Contract Security Requirements (as applicable) - Exigences du contrat relatives à la sécurité (s'il y a lieu)

This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité:

☒ No - Non☐ Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).

Remarks (as applicable) - Remarques (s'il y a lieu):

Required Work - Travaux requis

The content of sections A, B, C and D below must be in accordance with the Contract. Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.

SECTION A- Task Description of the Work required - Description de tâche des travaux requis

SECTION B- Applicable Basis of Payment - Base de paiement applicable

SECTION C- Cost Breakdown of Task- Ventilation du coût de la tâche

SECTION D- Applicable Method of Payment - Méthode de paiement applicable

Authorization - Autorisation

By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet _____

Signature _____

Date _____

Name of PWGSC Contracting Authority -

Nom de l'autorité contractante de TPSGC _____

Signature _____

Date _____

Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor

Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature _____

Date _____

ANNEX E

Conflict of Interest Declaration Certification

The Bidder [or, after award, "Contractor"], _____,

represents and warrants that:

1. The Contractor understands that in the course of conducting Work pursuant to this Contract, it will need to provide unbiased, independent advice to Canada, and as such its objectivity in performing the Work cannot be affected or otherwise impaired by relationships with any entity listed at Article 15 of this Contract.
2. The Contractor is not in a situation of conflict of interest that will render it unable to provide impartial advice pursuant to this Contract, or otherwise impair its objectivity in performing work pursuant to this Contract. The Contractor's relationships may be investigated by Canada, as Canada sees fit, and may terminate work under this Contract as a result of negative findings from such investigations.
3. The Contractor does not have a Type A relationship (as defined in Annex B) with any of the entities listed at Article 15 of this Contract.
4. The Contractor (choose one of the following:)
 - a. _____ does not have a Type B relationship (as defined in Article 15 of this Contract) with any of the entities listed at Article 15; or,
 - b. _____ does have a Type B relationship(s) (as defined in Article 15 of this Contract) with one or more of the entities listed at Article 15. The Contractor agrees to adhere to the requirements of Article 15 in the management of any resulting conflict of interest.

5. The Contractor has the following Type B relationship(s):

- 6 Should the nature of the Contractor's relationships change at any time after submission of this certification, or if Canada adds any new entity to the list provided at Article 15, the Contractor will immediately disclose a new relationship declaration to Canada by submitting a revised copy of this certification to the Contract Authority and Requisitioning Authority.

Name (please print)

Solicitation No. - N° de l'invitation

EN578-140028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

519zf

Client Ref. No. - N° de réf. du client

20140028

File No. - N° du dossier

519zfEN578-140028

CCC No./N° CCC - FMS No/ N° VME

Signature (I have the authority to bind the Bidder [*or, after award, "Contractor"*])

Title



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIEL			TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production		✓																
IT Media / Support TI		✓																
IT Link / Lien électronique																		

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with
attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec
des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? ☒ No / Non ☐ Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date