

**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 INDEPENDENT TECHNICAL ADVICE	
Solicitation No. - N° de l'invitation T8010-130064/A	Date 2013-09-10
Client Reference No. - N° de référence du client T8010-130064	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-027-24014	
File No. - N° de dossier 027ml.T8010-130064	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tamaro, Daniel	Buyer Id - Id de l'acheteur 027ml
Telephone No. - N° de téléphone (819) 956-5319 ()	FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT PDV TWR B 20TH FL. 112 KENT ST OTTAWA Ontario K1A0N5 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

Marine Machinery and Services / Machineries et services
maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

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

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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 and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, the Pricing Schedule, the Technical Criteria and the Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the PWGSC - TPSGC 572 Task Authorization, the Reporting Requirements, the Non-Disclosure Agreement and any other annexes.

2. Summary

Transport Canada requires the services of a team of personnel consisting of; one (1) Senior Engineer - Naval Architect and one (1) Senior Technician - Marine Engineer. The services required are being solicited under Stream 2 - General Engineering and Related Services of the Technical, Engineering and Maintenance Services Supply Arrangement (TEMS SA). The period of the Contract is from date of contract to one (1) year after date of contract with an option to extend for one (1) additional periods of one (1) year.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements, and Part 7 - Resulting Contract Clauses. 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 Web site."

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is limited to Canadian goods and/or services.

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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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

ATTACHMENT 1 TO PART 1 LIST OF SUPPLIERS

This bid solicitation is issued against the Technical, Engineering and Maintenance Services Supply Arrangement (TEMS SA), PWGSC File E60ZH-070002. All terms and conditions of the TEMS SA apply and will be incorporated into any resulting contract.

The requirement described herein is open only to Public Works and Government Services Canada (PWGSC) Technical, Engineering and Maintenance Services (TEMS) Suppliers who are compliant in the following TEMS SA Stream:

Stream 2 - General Engineering and Related Services:

- 1) ADGA Group Consultants
- 2) Airborne Systems Canada Ltd.
- 3) Amtek Engineering Services Ltd
- 4) BMT Fleet Technology
- 5) C-Core
- 6) Calian Ltd.
- 7) Fleetway Inc.
- 8) General Dynamics Canada Ltd.
- 9) International Safety Research Inc.
- 10) Micheal Wager Consulting Inc.
- 11) Modis Canada Inc.
- 12) Promaxis Systems
- 13) Standard Aero Limited
- 14) Valcom Consulting Group

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: ninety (90) days

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.

3. Former Public Servant - Competitive Requirements

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 the spending of 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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation

Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

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

4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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5. 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.

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, two (2) hard copies

Section II: Financial Bid, one (1) hard copy

Section III: Certifications, one (1) hard 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;
- (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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

2. 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 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.

3. Section II: Financial Bid

- 1. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately, if applicable.

2. Bidders must submit their rates FOB Destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
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.
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.
5. Bidders should include the following information in their financial bid:
 - a. Their legal name;
 - b. Their Procurement Business Number;
 - c. The name of the contact person (including this person's mailing address, phone and facsimile numbers and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to:
 - i. their bid; and
 - ii. any contract that may result from their bid.

4. **Exchange Rate Fluctuation**

C3011T (2010-01-11) Exchange Rate Fluctuation

5. **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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 per diem rate (in Cdn \$) for the Senior Engineer - Naval Architect and the Senior Technician - Marine Engineer.

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 **contractor's facility; and**
- b. 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.

See Attached Pricing Schedule in Annex "B"

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.

1.2 Financial Evaluation

For bid evaluation and contractor 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 - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

There are two team members one Senior Engineer - Naval Architect and one Senior Technician - Marine Engineer.

1.1 Mandatory Technical Criteria, Senior Engineer - Naval Architect	
No	Description of Criterion
M.1	The Senior Engineer - Naval Architect must have a minimum a university undergraduate degree in Engineering from a Canadian Council of Professional Engineers (CCPE) accredited engineering program (Copy of certificate to be provided with the Bidder's proposal); OR Alternatively, should the candidate's degree be from a non-CCPE accredited engineering program, their engineering education credentials must be deemed 'substantially equivalent' by the CCPE via an application to the Engineering International - Education Assessment Program, (EI-EAP) (Copy of official CCPE judgement to be included); OR Finally, as a third alternative, the candidate's engineering education credentials will be considered compliant if the candidate is deemed eligible for registration as a Professional Engineer by a recognized provincial licensing body (proof of which is to be provided with the Bidder's proposal).
M.2	The Senior Engineer - Naval Architect must have a minimum of eight (8) years of experience as an Engineer.
M.3	The Senior Engineer - Naval Architect must have a University degree from a recognized institution in naval architecture . (Copy of university degree to be included)
M.4	The Senior Engineer - Naval Architect must have a minimum of eight (8) years of experience as a Naval Architect.
M.5	The Senior Engineer - Naval Architect must have a minimum of eight (8) years of experience in the design, construction or repair of commercial vessels.
M.6	The Senior Engineer - Naval Architect must have a minimum of five (5) years of experience surveying large commercial vessels for compliance with Canadian or International Marine regulations.
M.7	The Senior Engineer - Naval Architect must have knowledge of ferry industry including ferry operations, vessel technical requirements, operating environment requirements
M.8	The Senior Engineer - Naval Architect must have experience producing and manipulating CAD (Computer Assisted Design) documents
M.9	The Senior Engineer - Naval Architect must have knowledge of the Canadian Supplement to the SOLAS Convention - TP 15211E (2012) and the Marine Safety Alternate Regulatory Regime Policy

1.2 Mandatory Technical Criteria, Senior Technician - Marine Engineer

No	Description of Criterion
M.1	The Senior Technician - Marine Engineer must have a minimum of a university undergraduate degree OR a college diploma in any field; and Must have a minimum of five (5) years of experience as a technician. OR Senior Technician - Marine Engineer must have a minimum of a secondary school graduate diploma/certificate and Must have a minimum of eight (8) years of experience as a technician.
M.2	The Senior Technician - Marine Engineer must possess a Transport Canada First Class Motor certificate.
M.3	The Senior Technician - Marine Engineer must have a minimum of eight (8) years of experience as a Marine Engineer.
M.4	The Senior Technician - Marine Engineer must have a minimum of eight (8) years of experience in the operation or repair of commercial vessels.
M.5	The Senior Technician - Marine Engineer must have a minimum of five (5) years of experience surveying large commercial vessels for compliance with Canadian or International Marine regulations.

1.3 Mandatory Team Technical Criteria, Senior Engineer - Naval Architect and / or Senior Technician - Marine Engineer

No	Description of Criterion
M.1	One team member must have experience developing statement of requirements or technical specifications for ship repairs/modification;
M.2	One team member must have experience developing statement of requirements or technical specifications for marine infrastructure modification
M.3	One team member must have experience in managing a vessel refit project;
M.4	One team member must have experience providing vessel life-cycle analysis and cost estimates

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.

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. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Additional 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

ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2.2 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.

2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7- Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. 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 Web site.

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 at Annex "A".

The Contractor will provide the services of one (1) Senior Engineer - Naval Architect and one (1) Senior Technician - Marine Engineer in support of Transport Canada.

1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Annex "D", PWGSC - TPSGC 572 Task Authorization Form.

2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.2 Task Authorization Limit

1. The Project Authority may authorize individual task authorizations up to a limit of \$100,000, Applicable Taxes included, inclusive of any revisions.

2. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$10,000.

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 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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 total cost of the Work requested.

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

1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

1. Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

2. The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "E". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

3. The data must be submitted on a quarterly basis to the Contracting Authority.

4. The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

5. Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

6. For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

7. For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

1.1.5 Task Authorization

The administration of the Task Authorization process will be carried out by applicable Transport Canada authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Specific Person

The Contractor must provide the services of the following person to perform the Work as stated in the Contract:

Senior Engineer - Naval Architect: _____ (The Contracting Authority will identify the Senior Engineer as specified by the Bidder in its bid.)

Senior Technician - Marine Engineer: _____ (The Contracting Authority will identify the Senior Engineer as specified by the Bidder in its bid.)

3. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor 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 date of Contract to one (1) year after date of Contract.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tamaro
Contracting Authority
Public Works and Government Services Canada
Acquisitions Branch
Marine Systems Directorate
Place du Portage, Phase III, 6C2
11 Laurier Street
Gatineau, Qc
K1A 0S5

Telephone: 819 956-5319
Facsimile: 819 956-0897
E-mail address: Daniel.tamaro@tpsgc-pwgsc.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:

Name: _____
Title: _____
Transport Canada
Airport & Port Programme (AHP)
112 Kent Stgreet, 20th floor
Place de ville, Tower B
Ottawa (Ontario)

K1A 0N5

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

(The Contracting Authority will identify the Project Authority at contract award)

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 Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

(The Contracting Authority will identify information of the Contractor's Representative as specified by the bidder in its bid)

6. Proactive Disclosure of Contracts with Former Public Servants

(The Contracting Authority will insert in full text the SACC Manual clause A3025C, if applicable or delete this clause at contract award, if not applicable.)

7. Payment

7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

Canada's 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, if applicable.

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 will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. (The Contracting Authority will provide the sum at contract award) Customs duties are included and the Applicable Taxes are extra, if applicable.

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.

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 in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is 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.

7.3 Method of Payment

Method of Payment - Authorized TA

The following method of payment will form part of the authorized TA:

For the Work specified in an authorized TA subject to a limitation of expenditure:

Monthly Payment

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

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

7.4 Discretionary Audit

SACC Manual clause C0705C (2010-01-11) Discretionary Audit

8. Invoicing Instructions

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

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.

9. Certifications

9.1 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (The Contracting Authority will insert the applicable laws as specified by the bidder in its bid)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-06-27) 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) Annex "D", PWGSC - TPSGC 572 Task Authorization Form;
- (g) Annex "E", Reporting Requirements;
- (h) Annex "F", Non-Disclosure Agreement;
- (i) the signed Task Authorizations (including all of its annexes, if any); and
- (j) the Contractor's bid dated _____. (The Contracting Authority will insert date of bid as specified by the bidder in its bid)

12. Foreign Nationals (Canadian Contractor)

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

13. Insurance

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

Solicitation No. - N° de l'invitation

T8010-130064/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

027ml

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

T8010-130064

File No. - N° du dossier

027mlT8010-130064

CCC No./N° CCC - FMS No/ N° VME

14. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F", and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX "A"

STATEMENT OF WORK

1.0 GENERAL

- 1.1 Purpose. The purpose of the Statement of Work (SOW) is to define the scope, the deliverables and the special conditions that apply to the provision of independent technical advice/expertise with respect to the identification and purchase of a used vessel to replace the *MV Princess of Acadia*, a passenger and vehicle ferry. The replacement vessel must be introduced into service in 2015.

1.2 Background

Transport Canada (TC) provides financial support to private operators with respect to three interprovincial ferry services in Eastern Canada, including the service between Saint John, New Brunswick and Digby, Nova Scotia, which is operated by Bay Ferries Ltd. (BFL). The vessel currently being used on this service, the *MV Princess of Acadia*, is 42 years old and is nearing the end of its useful life. As such, Transport Canada intends to remove the vessel from service in 2015 and replace it with a used vessel that has been modified to suit the service.

The replacement vessel must be sea-worthy for year-round operation in the Bay of Fundy, have passenger and vehicle capacity, and must meet technical specifications that will allow it to "fit" in terms of ramp/terminal compatibility. A separate Statement of Requirements (SOR) has been developed to identify a suitable vessel and will be provided to the contractor once a contract has been awarded; details regarding the shore-based infrastructure will also be provided at that time.

TC will make modifications to the vessel in accordance with the Canadian Shipbuilding Policy.

2.0 SCOPE OF WORK

- 2.1 General: The scope of work is to provide engineering services in the form of independent technical advice/expertise with respect to the description, selection and modification of a vessel to replace the *MV Princess of Acadia*. The contractor will assist in the development of the Statement of Requirements and evaluation criteria of the replacement vessel and in the validation and assessment of candidate vessels. The contractor will also provide an evaluation and cost estimate for modifications on candidate vessels, and develop a life cycle costing model to determine suitability and value-for-money of the candidate vessels.

The work will be split into two phases. Phase 1 will include tasks associated with describing, identifying, and selecting a replacement vessel, while Phase 2 will involve the preparation of a technical specification for the modification to the purchased vessel and shore side infrastructure if required.

- 2.2 Specific services required are for the provision of services from a contractor team of personnel consisting of .

The Contractor must provide a team consisting of one (1) Senior Engineer - Naval Architect and one (1) Senior Technician – Marine Engineer on an as and when requested

basis. Work sharing and interaction between these positions requires a Contractor Team of personnel. The Team Leader is directly responsible for the effective supervision and coordination of the team's efforts in order to effectively process the changing procurement requirements. These services include but are not limited to:

Phase 1

- a. Participating in the identification and review of candidate vessels as an independent third party in an effort to provide impartial advice throughout the selection process.
- b. Assisting in the development, modification and/or verification of the SOR for a replacement vessel through the evaluation and analysis of existing vessel and shore-based infrastructure to produce technical requirements or options to assess technical risks to the project.
- c. Assisting with the production, and eventual usage, of evaluation criteria and evaluation guidelines for the identified vessels to determine best fit and value-for-money, including key elements of lifecycle costing.
- d. Assisting with the assessment of vessels and provide advice and/or recommendations to TC as to suitability and value-for-money of specific vessels.
- e. Providing a comparison of the capabilities and capacity of the existing vessel, in combination with the provided SOR, to those of each of the candidate vessels. Areas to be considered for comparison are to include, but are not limited to vessel configuration, passenger "comfort" requirements, industry standards, best practices, etc.
- f. Providing an assessment of feasibility, including all technical risks, of importation of the vessel into Canada. This assessment will include performing a review of the as fitted condition and all relevant drawings of each of the candidate vessels, and producing a comparison to the regulatory requirements. Of note, the importation of the vessel will be completed under Transport Canada Marine Safety's alternative regulatory regime, including TP 15211-Canadian Supplement to the SOLAS Convention
- g. Developing a list and schedule of deliverables to be delivered with the selected vessel, required by the operator and/ or the regulatory authorities, for the effective and efficient importation and operation of the vessel on a Near Coastal 2 voyage in Canada.
- h. Performing a review of the class status report of each of the vessels to identify any conditions of class, important memorandums, out of date surveys, upcoming surveys, or any other areas of risk to a potential owner from a financial or maintenance basis.
- i. Performing a review of the total engine hours, and hours since last overhaul to assess longevity of the engines and upcoming required maintenance.
- j. Performing a review of the onboard fitted machinery and provide assessment of the availability of pertinent spares and service suppliers on the East Coast of Canada.
- k. Conducting an environmental or hazardous material assessment of the fitted equipment and systems to assess the toxicological impact of materials. In doing so, investigating environmental solutions that meet Canadian environmental regulations should they conflict with the fitted equipment.
- l. Providing naval engineering and vessel design expertise for the provision of technical advice regarding possible required modifications to existing ferry infrastructure.
- m. Providing advice regarding delivery of vessel to shipyard for modification including crewing and regulatory requirements.

Phase 2

- n. Participating in overseeing the modification and fitting out process of the purchased vessel, through the provision of impartial, third party advice.

- o. Providing technical advice with respect to the description of the design/modification of the purchased vessel.
- p. Assisting with the development of specifications for modifications to the purchased vessel and or the shore-based infrastructure, and the development of the technical requirements as part of the bid request documentation and evaluation of the same.
- q. Assisting in the evaluation and selection of proposals received from competing shipyards to undertake the identified work.
- r. Providing a review and performing an oversight function of modifications undertaken by the chosen shipyard.
- s. Providing work progress functions such as updates/progress reports back to TC, including the identification of possible issues with respect to scope, budget, and completion date of modifications.
- t. Providing of advice/assistance regarding delivery of modified vessel, and introduction into service.
- u. Providing other technical advice related to the modification and delivery of the vessel, as required.

2.3 Scope of work deliverables

Phase 1

- 2.3.1 A documented review, in writing, of the SOR of the replacement vessel, with comments and verification as to its applicability.
- 2.3.2 A documented review, in writing, of the evaluation criteria and matrix for the selection process of the replacement vessel, with comments and technical input included, and a statement as to the applicability of the matrix.
- 2.3.3 A documented review, in writing, of the onboard assessment guideline for the inspection process of the top three rated candidate vessels, with comments and technical input included, and a statement as to the applicability of the guideline.
- 2.3.4 Perform as a committee member of the Technical Advisory Committee delegated to perform the evaluation of selected vessels for purchase, providing technical advice where required, and completing the weighted scoring matrix as a part of the committee.
- 2.3.5 Report as to Compatibility of vessels:

The Contractor's personnel may perform a survey of the vessels identified for possible purchase, (to a maximum of three) and prepare and present a survey report of their findings and assessment of the condition and suitability of vessels within two weeks of the onboard vessel assessment. The report shall include the following:

- A narrative section detailing the findings for each particular vessel, and an assessment of the suitability of the vessel for the intended purpose.
- Detailed particulars of each of the vessels indicating pertinent physical attributes of each of the vessels as well as the flag, classification society, etc.

- A list of drawings reviewed for compliance with Canadian regulatory requirements for importation utilizing TP 15211.
- An assessment of vessel transfer costs including crewing, fuel and storage prior to arriving at dockyard for modifications.
- Any relevant photographs of the vessels showing condition, amenities, or areas of interest.

2.3.6 The report shall also incorporate all deficiencies that have been identified with the SOR, compatibility with the existing terminal facilities, and regulatory requirements for the intended area of operation. Where critical items have been identified the contractor shall provide details for the required remediation work and estimates as to costs and time line for when the work will need to be addressed to render the vessel suitable for purpose or maintain its reliability.

2.3.7 The report may incorporate a gap analysis showing the actual compliance level of the vessel compared to the compliance level required for entry into Canadian flag in accordance with the requirements of TP15211. This gap analysis shall be in the form of a table showing the areas of non-compliance, and the contractor shall provide details for the required remediation work and the time line for when the work will need to be addressed to render the vessel compliant with regulatory requirements.

2.3.8 The Contractor shall supply electronic copies of drawings reviewed to assess the vessels and prepare the report.

2.3.9 The Contractor shall supply 2 paper copies of the report to the Project Authority (PA), and an electronic copy in MS Word or Excel 2003 or later format on a memory stick. The paper report shall type written on standard letter size paper and shall be bound.

Phase 2

The contractor may provide the following services in phase 2:

2.3.10 Participation in the development of a draft Request for Proposal and technical specification for work to be completed by a shipyard for the modifications of the vessel chosen for purchase, for tendering through the government procurement process.

2.3.11 Participation as part of evaluation team struck to score and select a dockyard to undertake the required vessel modifications.

2.3.12 Participation in the development of a draft Request for Proposal and technical specification for work to be completed by a contractor for the modifications to existing terminal facilities, if required, for tendering through the government procurement process.

2.3.13 Participation as part of evaluation team struck to score and select a contractor to undertake the required terminal facilities modifications.

- 2.3.14 Weekly reports of onsite oversight of modifications at selected yard. The reports are to include progress reports of ongoing work, and risks to timelines and costs for the repair period.

- 2.4 In addition to the requirements of the Monthly Reports (see the "Deliverables" section below), the contracted personnel must report verbally and in writing to the PA any special circumstances or events affecting the provision of the required services.

3.0 LIMITATIONS AND CONSTRAINTS

- 3.1 All tasks, plans, instructions, presentations, recommendations and technical documents developed and/or updated by the Contractor personnel must be for the review, approval and signature (where required) of the PA.
- 3.2 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. Contractor personnel must limit themselves to provide comments and recommendations only to the PA on these issues.
- 3.3 The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 3.4 During the performance of the Contract, the Contractor or his personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action
- 3.5 Proprietary financial and technical information may be provided to Contractor personnel in the performance of the services if the "Non-disclosure Agreement" contained in the Request for Proposal is duly executed by the Contractor personnel.
- 3.6 All drawings, reports, data, documents or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor is required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency without the express written permission of the PA. Such information and material must be returned to the PA upon completion of the services or when requested by the PA.
- 3.7 All correspondence, either initiated by the Contractor personnel or by any section of TC, must be submitted to the PA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 3.8 The PA or other authorized departmental government representative must have access at all times to the work that is being performed.
- 3.9 The Contractor must ensure that their personnel do not use Government of Canada or TC designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive a Contractor personnel as being an employee of Canada.

4.0 OCCUPATIONAL CATEGORY REQUIRED

- 4.0.1 The specific requirement for the provision of services from a team consisting of one (1) Senior Engineer – Naval Architect and one (1) Senior Technician – Marine Engineer.

5.0 LANGUAGE OF WORK

- 5.1 Contractor personnel providing the services and related deliverables will be capable of performing the work in the English language.
- 5.2 All correspondence and deliverables must be of a high quality including, spelling, grammar and technical relevance.

6.0 ESTIMATED LEVEL OF EFFORT

- 6.1 The estimated levels of effort are as indicated in TABLE 1 below:

Required SA Occupational Category	Estimated Level of Effort (days) per occupational category	
	Initial Period (12 months)	Option Period 1 (12 months)
Senior Engineer Engineer - Naval Architect	100	100
Senior Technician - Marine Engineer	100	100

These levels of effort are only estimations made in good faith and are not to be considered in any way as a commitment from Canada.

7.0 DELIVERABLES

- 7.1 The deliverables must be in the form of services provided to the PA in accordance with this SOW and the products generated thereof.
- 7.2 Monthly Progress Reports: The Contractor must prepare monthly progress reports of the work performed in a contractor format acceptable to the PA, to be attached to each Monthly invoice. As a minimum, each monthly progress report must document the following information:
- All significant activities performed by the occupational category during the period covered by the Progress Claim;
 - Status of all action/decision items as well as a list of outstanding activities;
 - A description of any problems encountered which are likely to require attention of the PA;
 - Any recommendations relating to conduct of the work;
 - Total number of days charged for the occupational category during the covered period;
 - Cumulative total number of days charged for the occupational category;
 - Travel costs incurred including applicable receipts.

****Monthly reports are not required for any month in which services were not provided.**

-
- 7.3 Contractor personnel will be required to prepare and submit various deliverables resulting from services provided. These deliverables may include, but not limited to the following:
- i. Reports;
 - ii. Memoranda;
 - iii. Letters;
 - iv. Specifications;
 - v. Analyses;
 - vi. Recommendations;
 - vii. Studies;
 - viii. Assessments; and
 - ix. Trip reports and documentation review reports.
- 7.4 Unless otherwise specified by the PA, one (1) hard copy and one (1) soft copy of the deliverables must be provided to the PA. Soft copy deliverables must be provided on CD-ROM. In addition, deliverables must be provided according to the following format: MS Word or MS Excel.
- 7.5 As a minimum Quality Assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW and any tasking issued. The schedule of deliverables must be in accordance with the priorities established by the PA.
- 8.0 INSPECTION AND ACCEPTANCE OF DELIVERABLES**
- 8.1 The PA for this requirement will be the primary point of contact for Contractor personnel and will be stated in the Contract award document.
- 8.2 The PA is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or its representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- 8.3 Any communication with the Contractor regarding the quality of work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.
- 9.0 TC SUPPORT TO CONTRACTOR**
- 9.1 To aid the Contractor in the provision of the required services, the following information, materials and assistance will be provided if available and deemed appropriate by the PA:
- 9.2 All available documents describing the technical specifications of the *MV Princess of Acadia* and requirements for a replacement vessel (e.g. traffic forecasts to determine carrying capacity requirements); and
- 9.3 All available data and documents and other data deemed necessary by the PA for the provision of services under this SOW.
- 10.0 CONTRACTOR MANAGEMENT OF THE CONTRACT**
- 10.1 The Contractor will be required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the effective supervision and coordination

of the efforts of its personnel in order to minimize the effort required by TC to manage the requirement.

- 10.2 The Contractor will be responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety & environmental regulations, rules and good practices.
- 10.3 To meet this requirement, the Senior Engineer - Naval Architect will be required to act as the Team Leader. He/she shall be the Contractor's single point of contact with the PA or his representative and shall have the authority to make decisions on all matters with respect to the Work under Contract.
- 10.4 The Team Leader shall assume responsibility for the total scope of the contracted Work, including planning, scheduling, directing and supervising, and shall be responsible for the overall services provided by team members.
- 10.5 The Contractor must maintain an electronic library of work in progress, delivered items and review comments and must perform version control.

11.0 MEETINGS

- 11.1 Contractor personnel must make all necessary preparations in order to actively participate in any meeting convened by the PA.
- 11.2 All meetings will be conducted at facilities to be provided by TC or any third party, unless otherwise requested by the PA. In the latter case, the meeting will be conducted in the Contractor's facility and the Contractor must provide all facilities, resources, etc. required at no additional cost to Canada.
- 11.3 The Contractor must maintain a history of all meetings as well as of all incremental changes to action items and submit it to the PA when requested.
- 11.4 The Contractor and contractor's personnel may be required for a kick-off meeting with the departmental project team at TC headquarters, located at 112 Kent Street, Ottawa, Ontario.

12.0 TRAVEL AND LIVING

- 12.1 It is anticipated that the technical advisor(s) will be required to make the following trips:
- i. various domestic locations
 - ii. various international locations;
 - iii. TC headquarters, located at 112 Kent Street, Ottawa, Ontario.
- 12.2 The requirement for any travel and trip report (content and format) will be identified. All travel will require prior approval of the PA or the authorized representative.
- 12.3 If required by the PA, the Contractor personnel must prepare a trip report and provide it to the PA, for review and approval, no later than ten (10) working days after return from the trip.

13.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 13.1 All work will be conducted off-site (e.g. at the Contractor's place of business, vessel site, shipyard, etc.); TC will not be providing office space/work accommodations for the Contractor.

-
- 13.2 After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

14. Inspection requirement

All onboard assessment of the vessels being considered for purchase must be done by the same resource

ANNEX "B"

BASIS OF PAYMENT

During the period of Contract, for Work performed in accordance with the contract, the Contractor will be paid as specified below:

1.0 Professional Fees

The Contractor will be paid firm all inclusive per diem rates as follows:

SA Occupational Category	Initial Contract Period (12 months)	Option Period 1 (12 months)
Senior Engineer Engineer - Naval Architect	\$	\$
Senior Technician - Marine Engineer	\$	\$

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the firm all inclusive per diem rate must be pro-rated to reflect actual time worked.

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work performed

For the requirements relative to travel described in the Statement of Work in Annex "A":

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/or 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".

All travel must have the prior authorization of the Project 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.

a. Canada will not accept any travel and living expenses for contractors personnel who resides in the NCR area for:

- (1) Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Region Act*, R.S.C. 1985, c N-4, S.2. The *National Capital Region Act* is available on the Justice Website: <http://www.laws.justice.gc.ca/eng/acts/N-4>;
- (2) Any travel between the Contractor's place of business and the NCR; and
- (3) Any relocation of resources to satisfy the terms of the Contract. These expenses are included in the firm all-inclusive per diem rates specified in article 1.0 above.

And / or

b. Canada will not accept any travel and living expenses for contractors personnel who resides outside the NCR area for:

- (1) Any travel between the Contractor's place of business and the contractor's personnel place of business;
- (2) Any relocation of resources to satisfy the terms of the Contract. These expenses are included in the firm all-inclusive per diem rates.

Total Estimated Cost of Authorized Travel and Living Expenses per Year: \$45,000.00 applicable taxes extra.

Solicitation No. - N° de l'invitation

T8010-130064/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

027ml

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

T8010-130064

File No. - N° du dossier

027mlT8010-130064

CCC No./N° CCC - FMS No/ N° VME

ANNEX “C”

SECURITY REQUIREMENTS CHECK LIST

See attached

Solicitation No. - N° de l'invitation

T8010-130064/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

027ml

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8010-130064

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ANNEX “D”

PWGSC - TPSGC 572 TASK AUTHORIZATION

See attached

Solicitation No. - N° de l'invitation

T8010-130064/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

027ml

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8010-130064

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ANNEX “E”

REPORTING REQUIREMENTS

See attached

ANNEX "F"

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

E60ZH-070002SRCL1

Security Classification / Classification de sécurité

UNCLAS

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 Department of National Defence		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 Technical Engineering and Maintenance Services			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" 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 commerciales 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"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité

UNCLAS



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes
Non Oui

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

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

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☐ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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

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

☒ No
Non ☐ Yes
Oui

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

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

☒ No
Non ☐ Yes
Oui

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

UNCLASSIFIED

Security Guide To E60ZH-070002SRCL1

- PROTECTED information and assets exchanged or generated in connection with this procurement will be used, transmitted and safeguarded in accordance with the Government Security Policy and procedures which, for Contractor personnel working on their own sites are contained in the Industrial Security Manual. Contractor personnel working on DND sites shall abide by the National Defence Security Policy (NDSP) and the National Defence Security Instructions (NDSI) as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- There will be a requirement for Contractors to have access to UNCLASSIFIED Military Critical Technical Data controlled in the United States by Department of Defence (DoD) Directive 5230.25 and, in Canada, by the Technical Data Control Regulations. Contractors having access to such information must be certified under the U.S./Canada Joint Certification Program to be eligible to bid on this contract.
- Prior to allowing any access to PROTECTED information, assets, or secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the Canadian and International Industrial Security Division (CIISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.
- Contractor personnel requiring access to the National Defence Wide Area Network (DWAN) must be registered and cleared to the requisite level with the Canadian International Industrial Security Directorate - Controlled Goods Program (CGP), prior to being given a network account.
- At no time will Contractor personnel be allowed to remove any PROTECTED information/data and/or assets from DND premises (including such information processed on Contractor's own laptops Information Technology [IT] systems). At no time will the Contractor be allowed external IT connections to DND LAN systems.
- Prior to leaving the (DND) premises, Contractors who have used their own IT systems to process PROTECTED information, shall have the system hard disk drives (HDD) retained by DND authorities.
- All PROTECTED documents, reports, systems and/or assets developed and extensions thereto under any tasking relating to this contract shall not be reproduced or divulged/disseminated to a third party without the prior written permission of DND. Improper or unauthorized disclosure of this information may constitute an offence under the Security of Information Act.
- Subcontracts containing security requirements are prohibited without the prior written authority of the Canadian and International Industrial Security Division of the Department Public Works Government Services Canada (CIISD/PWGSC).

DND Personnel:

The DND Contract Security Officer, DPM Secur 3-4 is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CIISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA) and shall adhere to instructions issued by their responsible NSA/DSA.

UNCLASSIFIED

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable.
Paragraph (a) applies only if there is a revision to an authorized task.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Reason for revision of TA, if applicable:
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (GST/HST extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (GST/HST extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (TPS/TVH en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (TPS/TVH en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A.Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. 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

Periodic Usage Report (Authorized TAs) for the period from _____ to _____

[illegible]

Summary of all Authorized TAs

Canada's Total Liability All TAs	Total Estimated Cost Authorized in all TAs, GST/HST extra	Total Cost Incurred, GST/HST extra - All TAs	Total Cost Invoiced, GST/HST extra - All TAs	Cumulative GST/HST Invoiced - All TAs	Total Amount Paid, GST/HST included - All TAs
\$700,000.00	\$42,000.00	\$16,695.60	\$15,395.60	\$769.78	\$11,540.20