
TABLE OF CONTENTS

TITLE

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Arrangements
3. Enquiries - Request for Supply Arrangements
4. Applicable Laws

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Financial Viability
4. Financial Capability

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Supply Arrangement

PART 6 - SUPPLY ARRANGEMENT, BID SOLICITATION, AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

2. Standard Clauses and Conditions
3. Term of Supply Arrangement
4. Authorities
5. Identified Users
6. On-going Opportunity for Qualification
7. Priority of Documents
8. Certifications
9. Applicable Laws
10. Insurance Requirements

B. BID SOLICITATION

1. Bid Solicitation Documents
2. How the Supply Arrangement Works
3. Procedures for Identified Users
4. Non-Response to Request for Proposal's (RFP)

C. RESULTING CONTRACT CLAUSES

1. General

List of Annexes:

Annex "A" Statement of Work
Annex "B" Mandatory Technical Evaluation Criteria

Technical Third Party Expert Assistance

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work and any other annexes.

2. Summary

Request for Supply Arrangement (SA). Public Works and Government Services Canada (PWGSC) for the National Shipbuilding Procurement Strategy (NSPS). The NSPS includes: large ship construction, smaller ship construction, and ship repair, refit and maintenance.

This SA is for specialized and varied engineering, naval architecture, and technical inspection services in the following streams of work:

- A) Inspection Services
- B) Technical Review Services
- C) Technical Advisory Services
- D) Risk Advisory Services

Interested suppliers may submit arrangements for one, some, or all of the streams, as desired.

Period of the Supply Arrangement: The supply arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

Further details can be found in Annex A- Statement of Work

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

3. Security Requirement

There is no security requirement associated with this Request for Supply Arrangement (RFSA). Security Requirements may eventually apply to the procurement documents to be issued from the Supply Arrangements.

4. Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2014-03-01) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2. Submission of Arrangements

Arrangements 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 Request for Supply Arrangements.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSa) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (three hard copies) (and one soft copy on CD or DVD)

Section II: Certifications (two hard copies)

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

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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, suppliers should:

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

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the mandatory technical evaluation criteria for the stream(s) for which the supplier has submitted the arrangement.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Detailed herein at Annex B

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Evaluation Criteria

1. To be declared responsive, an arrangement must:

- A) comply with the requirements of the Request for Supply Arrangements;
- B) identify the stream(s) for which the arrangement has been submitted; and,
- C) meet all mandatory technical evaluation criteria.

2. Arrangements not meeting A, B, or C above will be declared non-responsive.

3. Financial Viability

SACC Manual clause S0030T (2011-05-16) Financial Viability

4. Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

1. Certifications Required Precedent to Issuance of a Supply Arrangement

1.1 Certifications Required Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the

information. Failure to comply with the request of the Supply Arrangement Authority and to provide the certifications within the time frame provided will render the arrangement non-responsive.

1.1.1 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions 2008. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative

PART 6 - SUPPLY ARRANGEMENT, BID SOLICITATION, AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statements of Work at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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

2020 (2014-03-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

2.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of services to the federal government under contracts resulting from this Supply Arrangement.

The Supplier must provide this data on a bi-annual basis to the Supply Arrangement Authority listed herein. If some data is not available, the reason must be indicated. If no services are provided during a given period, the Supplier must still provide a "NIL" report.

The bi-annually reporting periods will start six (6) months after issuance of a Supply Arrangement.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins _____ (*to be inserted at issuance of Supply Arrangement*).

4. Authorities

4.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Amanda Hendrick

Supply Specialist

Electronics, Simulators and Defence Systems Division- QF

Electronics, Munitions and Tactical Systems Procurement Directorate

Public Works and Government Services Canada

PDP III, 11 rue Laurier, Gatineau QC, K1A 0S5

Ph: 819-956-0264

Fx: 819-956-5650

amanda.hendrick@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

4.2 Supplier's Representative

Suppliers must complete table below and submit with their arrangement.

Contact For:	Name	Telephone	Email
Contracting Issues			
Technical/Project Issues			
Invoicing Issues			

4.3 Project Authority

To be inserted at SA award.

5. Identified Users

The Identified Users include any government department listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. On-going Opportunity for Qualification

A Notice will be posted every three (3) years on Buy and Sell to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Suppliers may submit requests for qualification at any time, however, they will not be added to the list of qualified suppliers until written confirmation from the Supply Arrangement Authority stating that you have been added to the appropriate source list.

Supply Arrangement (SA) Holders may withdraw from their respective Supply Arrangement at any time but must give written notice to the Supply Arrangement Authority to process this request.

7. 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 the Supply Arrangement;
- (b) the general conditions 2020 (2014-03-01), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A Statements of Work; and
- (d) the Supplier's arrangement dated _____.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

9. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template MC for medium complexity requirements, available in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (if applicable);
- (b) federal contractors program for employment equity (if applicable);
- (c) Canadian Content (if applicable);
- (d) a complete description of the Work to be performed;
- (e) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (f) bid preparation instructions;
- (g) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (h) evaluation procedures and basis of selection. Specific requirements within the scope of the Supply Arrangement (SA) may require access to or disclosure of confidential information belonging to third parties, and consequently Canada may be bound by pre-existing confidentiality provisions or otherwise be limited. Circumstances of particular solicitations will determine the obligations towards third parties which Canada must uphold. Where Canada is bound by confidentiality requirements or where work to be performed under a specific requirement is subject to obtaining consent from third parties to provide access to or disclosure of confidential information, Canada may include criteria to reflect the fulfillment of such obligations in the bid evaluation for any such requirement;
- (i) financial capability (if applicable);
- (j) certifications (if applicable):

Federal Contractors Program (FCP for Employment Equity)

AND

Canadian Content Certification

AND

SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;

AND

If there is a potential for conflict of interest in the RFP the below Annex is applicable along with the clausings at C3 in the resulting contract.

Annex _____ (*Annex number to be inserted at RFP*)

Conflict of Interest Declaration Certification

The Bidder [*or, after award, "Contractor"*], _____, represents and warrants that:

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

Solicitation No. - N° de l'invitation

EN578-150229/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

084qf

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

20150229

084qfEN578-150229

6. Should the nature of the Contractor's relationship(s) change at any time after submission of this certification, or if Canada adds any new entity to the list provided at Article ____ (*Article number to be inserted at RFP*), the Contractor will immediately disclose a new relationship declaration to Canada by submitting a revised copy of this certification to the Contracting Authority and Requisitioning Authority.

Name (please print)

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

Title

Date

- (k) conditions of the resulting contract.

2. How the Supply Arrangement Works

2.1 Phase 1

Phase 1 is the action by PWGSC of soliciting offers from Contractors to provide Services. PWGSC intends to issue Supply Arrangements (SA) under 4 streams to those whose

offers meet all the mandatory requirements and conditions for those streams for which the an offer has been submitted precedent to the issuance of the supply arrangements.

Phase 2

Phase 2 is the action by Identified Users of tendering for specific projects on an as-and-when-requested basis. Identified Users shall only request a quote via email from the Contractors who have received an SA under the specified stream of work through Phase 1.

The Identified User will issue a Request for Proposal (RFP) to SA holders in the specified stream who must submit, if possible, their tenders according to the instructions in each RFP. The tenders will be evaluated by the Identified User according to the method stated in the RFP. It would be intended that the successful bidder would be awarded a contract.

2.2 Bid Solicitation Process

- 2.2.1 Bids will be solicited for specific requirements within the scope of the SA from suppliers who have been issued a SA under the specified stream of work.
- 2.2.2 The bid solicitation will be sent directly to identified Suppliers by email.
- 2.2.3 Responsibility for bid solicitation process and the award of contracts:
 - (i) the Identified User or PWGSC for requirements up to CDN \$25,000 inclusive of GST/HST;
 - (ii) and PWGSC for requirements over the specified amount.

Procedures in article 3 below pertain to the Identified Users and are provided as information to SA holders.

3. Procedures for Identified Users

All dollar values are inclusive of GST/HST (all taxes), if applicable.

A SAMPLE template will be provided to the Identified Users in order to facilitate ease of use of this Supply Arrangement. All resulting solicitations and resulting contract elements of the Supply arrangement must be adhered to whether the SAMPLE template is utilized.

It is the responsibility of the Identified Users to ensure that the solicitation process is both followed AND documented on file with the resulting contract against the Supply Arrangement.

Bids will be solicited from all suppliers who have been issued an SA for that stream identified in Annex A Statements of Work.

4. Non-Response to Request for Proposal's (RFP)

For each incident (i.e. for not quoting, submitting high prices, unreasonable delivery, etc.) reported in writing by the Project Authority to the Supply Arrangement Authority regarding the Contractor not responding to RFP's, the Supply Arrangement Authority will send a notice to the Contractor to explain what corrective measures are required. Should the Contractor fail to remedy the unacceptable bidding practice, the Supply Arrangement Authority may withdraw the Supply Arrangement with that Contractor.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) general conditions 2035 (2014-06-26)- High Complexity- Services, will apply to the resulting contract;

The above templates 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.

The following clauses will apply to follow-on contracts:

2. Insurance Requirements

2.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

E) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

F) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

G) Employees and, if applicable, Volunteers must be included as Additional Insured.

H) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

I) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

J) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

M) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

N) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

O) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

P) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

Q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

R) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

The following clauses may apply to follow-on contracts:

3. Conflict of Interest Management Requirements

3.1 Introduction

3.1.1 In order to ensure the independence and ongoing integrity of the assistance provided by the Contractor to Canada, the Contractor must be and remain independent from the shipyard, its major suppliers or partners, and other entities with which Canada is negotiating or conducting ship design or shipbuilding-type work for the _____ (*project name to be inserted at RFP*) project, such as, without limitation, a ship integrator or provider of in-service support.

3.1.2 Definitions:

3.1.2.1 T3PEA Team (Team): includes all Contractor, subcontractor and consultant personnel performing Work pursuant to this Contract, including employees, experts and support staff.

3.1.2.2 Conflict of Interest: is as defined in the 2035 (2014-06-26)- General Conditions – Higher Complexity – Services.

3.2 Relationships

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

3.2.1.1 Relationship Type A: where the Contractor, its affiliates or Team member(s) has a financial interest in an entity listed at paragraph 3.4.

3.2.1.2 Relationship Type B: where the Contractor, its affiliates or Team member(s) trades goods or services with, or otherwise performs work for, an entity listed at paragraph 3.4.

3.2.2 The Contractor, its affiliates and Team members must not have a Type A relationship.

3.2.3 The Contractor, its affiliates and Team members must not have a Type B relationship where the goods or services traded, or the work otherwise performed, is related to the _____ (*project name to be inserted at RFP*) project. If the Contractor, its affiliates and/or Team members has a Type B

relationship for other work (whether it is for the Government of Canada or another entity), the Contractor must adhere to the restrictions as described at paragraph 3.3.

3.2.4 The list of entities at paragraph 3.4 can be amended periodically at Canada's discretion to include other organizations which, at the time of the issuance of this Contract, are as-yet unknown to Canada, but with which Canada will be conducting shipbuilding, ship design work, or in-service support for the _____ (*project name to be inserted at RFP*) project, such as, without limitation, a ship integrator, repairer or provider of in-service support.

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

- a. The Contractor's relationship(s) with any of the entities listed at paragraph 3.4 changes; or,
- b. A new entity is added to the list at paragraph 3.4.

3.3 Relationship-Containment Restrictions

This clause 3.3 applies only to the extent that an allowable Type B relationship exists.

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

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

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

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

3.3.5 The Contractor must have a written policy, shared with all employees, subcontractors and consultant personnel, that describes these requirements, and that includes provisions such that the

breach of these requirements could result in sanctions up to and including dismissal or termination of contract for default;

3.3.6 The Contractor must ensure that all Team members agree in writing that he/she understands, accepts, and will adhere to the policy as described in paragraph 3.3.5.

3.4 List of Entities

(...to be inserted at RFP)

4. Restrictions on Bidding

In some instances, a Contract issued pursuant to this Supply Arrangement (SA) may include the requirement for restrictions in bidding on future work. In such cases, the following wording (paragraphs 4.1 through 4.1.6, inclusive) may be included in the applicable RFP and resulting contract clauses. Some circumstances may allow for partial mitigation of the restrictions. In these cases, the following wording may be adjusted to indicate restriction on only specific types of future work.

4.1 The Contractor acknowledges and agrees that as a result of this Contract, the Contractor may have access to proprietary or confidential information or to information related to future solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:

4.1.1 The Contractor agrees that, both during and after the period of performance of the Contract, neither it nor any of its affiliates may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract. Affiliate is as defined in the Canada Business Corporations Act, R.S.C. 1985, Chapter 44, as amended.

4.1.2 Any bid by the Contractor or any bid participated in by the Contractor in a future contract as prohibited by paragraph 4.1.1 will be deemed non-compliant and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the contract.

4.1.3 The Contractor agrees that Contractor personnel performing work under this Contract will be restricted for _____ *(insert period of time at RFP issuance)* from working on any future contracts that would result from work performed pursuant to this Contract, and the Contractor will

ensure that such personnel are advised of this restriction and will have such personnel sign an acknowledgement of the restriction before they begin work under this Contract.

4.1.4 Canada may, in its discretion, in any solicitation for future contracts, decide to not disqualify a bid of any person or participated in by any person who is restricted under paragraph 4.1.1 from bidding or otherwise participating, if Canada has been provided evidence satisfactory to Canada, in Canada's absolute discretion, that no advantage or other conflict of interest would arise as a result.

4.1.5 The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnitees as a result of any breach by the Contractor of these restrictions.

4.1.6 The Contractor hereby agrees that it will advise the Contracting Authority in advance, should it undertake or perform services on behalf of, or contract with, any bidder, contractor or subcontractor on any future contract.

5. Non-Disclosure Agreement

The Contractor may have to obtain from its employee(s) or subcontractor(s) a completed and signed non-disclosure agreement, which will be provided by the appropriate identified user, before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX "A"
STATEMENT OF WORK

TECHNICAL THIRD PARTY EXPERT ASSISTANCE (T3PEA)
STATEMENT OF WORK

1. Introduction

The purpose of this Statement of Work (SOW) is to define the types of work required of the Contractor in support of the National Shipbuilding Procurement Strategy (NSPS): Contracts for specialized and varied engineering, naval architecture, and technical inspection services may be issued under this Supply Arrangement (SA). The scope of the work under this SA is split into 4 streams: On-Site Technical Inspection, Technical Review, Technical Advice, and Risk Advice. At Section 3, below, only the stream(s) of work for which the Supplier has qualified has(have) been included. *(RFSA Note to suppliers: Section 3 will be adjusted accordingly when the resulting SAs are issued.)*

2. Background

The NSPS includes: large ship construction, smaller ship construction, and ship repair, refit and maintenance.

Large ship construction: Canada has established long-term strategic sourcing relationships with two Canadian shipyards. These shipyards were selected through a national competition to build Canada's large ships: Irving Shipbuilding Inc. for the combat vessels package; and, Vancouver Shipyards Co. Ltd. for the non-combat vessels package.

Smaller ship construction: Canada will set aside the individual projects for competitive procurements amongst Canadian shipyards other than the shipyards selected to build the large ships and their affiliated companies.

Ship repair, refit and maintenance: these requirements will be competed through publicly announced request for proposals

In support of these endeavours, Canada has identified the need for independent shipbuilding and ship-design review and advisory services in support of the ongoing management of the NSPS, in the form of in-depth knowledge of the industry, its drivers, its techniques, and its strategies.

3. Scope of Services:

Project specific requirements will be identified in more detail for each individual requirement competed under this SA. Suppliers will be required to provide a proposal for each requirement in accordance with the instructions in the SA and the relevant RFP.

3.1 The Supplier is has been issued an SA for the following stream(s) of work:

(RFSA Note to suppliers: this section will be adjusted in any resulting SA to include only the work for which the supplier is qualified.)

3.1.1 On-Site Technical Inspection

This work involves acting on behalf of Canada in the inspection of work during ship construction, repair, refit, and/or maintenance. Such service may include, but is not limited to:

- Providing technical inspection services for various aspects of a ship, including electrical, electronics, information and communication systems (including network security), paint work, mechanical, hull, and weapons
- Development and management of Test and Evaluation (T&E) and/or Verification and Validation programs
- Performing Quality Assurance (QA) audits, and analyzing quality control records and trends
- Identifying problem areas and making recommendations for curative actions
- Reviewing and analyzing specifications in order to prepare inspection schedules and plans to allow an inspector to provide oversight on the construction / repair / refit / maintenance, trials and delivery of vessels
- Reviewing shop / construction drawings in order to confirm compliance with specifications, standards and regulations
- Reviewing materials and equipment received by the shipyard in order to confirm compliance with the specifications
- Reviewing Classification Society's certificates, material, etc. for compliance
- Inspecting completed Design Changes and / or Work Arisings
- Witnessing Factory Acceptance Tests
- Witnessing tests and trials of fitted equipment aboard vessels under construction / repair / refit / maintenance
- Witnessing dock and performance trials of vessels in order to confirm compliance with the specifications
- Providing incident reports for incidents of a serious nature (e.g.: fires), and ensuing damage (e.g.: to the vessel, etc.)
- Providing written reports to the Authorities named in the contract regarding the work performed

This work must be provided on-site (e.g. at the shipyard), and can occur in different locations across Canada including but not limited to Vancouver and Halifax. A site(s) will be specified in the individual

requirements competed under this SA. Suppliers under this stream of work will be invited to provide proposals for all such requirements, but need not provide proposals if they are not able to provide service at the site specified in the requirement.

3.1.2 Technical Review

This work involves providing technical review services on ship design, construction, repair, refit, and/or maintenance. Such service may include, but is not limited to:

- Reviewing operational and technical ship requirements, specifications, proposals, design drawings, and other technical documents
- Reviewing operational requirements and how they compare to performance / engineering specifications for a ship and its systems and equipment
- Reviewing technical deliverables from ship designers and/or shipyards

3.1.3 Technical Advice

This work involves providing technical advice services on ship design, construction, repair, refit, and/or maintenance. Such service may include, but is not limited to:

- Providing advice regarding industry strategies, processes, best practices, standards, studies, trends, etc., through benchmarking
- Providing analysis and comment on issues such as: configuration audit; design integrity; ship performance; safe operations; sea worthiness; regulatory compliance; etc.
- Reviewing Statements of Work with the view to advising how the work should be performed
- Reviewing and providing comment on trade-offs between costs and design (including identifying opportunities for cost containment through innovation), and other trade-off studies regarding topics such as performance, time, and risk
- Estimating in terms of labour hours and material the resources necessary to accomplish changes to the scope of the work in the construction / repair / refit / maintenance through an authorized design change process
- Providing recommendations regarding strategies for managing program technical risks
- Advising on system / equipment availability, reliability, maintainability and life cycle support
- Reviewing level of effort and schedule for a project with a view to advising on its thoroughness, completeness and alignment with best practices
- Reviewing Test and Evaluation (T&E) and/or Verification and Validation programs with a view to advising on its thoroughness, completeness and alignment with best practices

3.1.4 Risk Advice

This work involves providing shipbuilding risk advisory services and loss prevention activities. Such service may include, but is not limited to:

- Identifying risks

- Reviewing and interpreting risk control surveys conducted by the shipyard, its insurers and/or its insurers representatives
- Conducting risk control surveys on behalf of Canada to identify and assess hazards related to the shipyard's practices and processes
- Reporting on how such hazards may lead to loss and their impact on the customer
- Providing recommendations on how hazards can be mitigated, and at what cost
- Reviewing incident/loss investigation information from the shipyard, its insurers and/or insurers' representative
- Reviewing incidents to determine cause, impact, and quantum
- Conducting incident/loss investigations (e.g.: through risk recreation) in order to mitigate the impact on Canada

4. Resources

4.1 Key Personnel

All suppliers qualified in any stream of work under this SA must have a Program Manager with the following background:

- A bachelor's degree in engineering (mechanical, electrical, or naval architecture) from an accredited college or university, or a professional engineer's licence
- A minimum 15 years experience working in the construction, operation, and maintenance of surface ships.
- Experience managing ship construction, operation, maintenance or repair projects and personnel

4.2 Additional Resources

Additional Resources with various levels of education and experience may be required for specific work requirements tendered under this SA: descriptions of such resources will be included in the associated Requests for Proposal (RFP).

5. Working Hours and Statutory Holidays

For the purpose of any contract issued under this SA, the following shall apply:

A regular work day consists of the eight consecutive hours of work, starting at the Supplier's start of regular work day, from Monday to Friday, not including statutory holidays.

Overtime on a regular work day consists of the subsequent period to the regular eight consecutive hours of work on a regular work day.

Weekends are Saturdays and Sundays.

Statutory Government of Canada holidays are the following:

Solicitation No. - N° de l'invitation

EN578-150229/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

084qf

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

20150229

084qfEN578-150229

New Year's Day-January 1

Holy Friday-Friday before Easter Sunday

Victoria Day-May 24 or the preceding Monday

Canada Day-July 1

Labour Day-first Monday of September

Thanksgiving Day-second Monday of October

Remembrance Day-November 11

Christmas Day-December 25

Boxing Day-December 26

ANNEX "B"**MANDATORY TECHNICAL EVALUATION CRITERIA****TECHNICAL THIRD PARTY EXPERT ASSISTANCE****1. Mandatory Technical Criteria**

Suppliers must identify which stream(s) of work for which they are submitting a proposed arrangement, and provide the necessary documentation to demonstrate compliance with each of the technical criteria specified for that(those) stream(s) of work. Each stream of work should be addressed separately, and within each stream, each mandatory technical criterion should be addressed separately.

Experience must be demonstrated and explained in a detailed manner: simply stating the experience has been met will not suffice. Suppliers must provide details regarding their experience including:

- Size, scope, nature and complexity of the work; and,
- Program or project dates and duration

Proposed arrangements which fail to meet the mandatory technical criteria for the identified stream(s) of work will be declared non-responsive for that (those) stream(s) of work.

Definition of "Ship": For all the evaluation criteria under each stream listed below, a ship is defined as a water-borne vessel used for any of a number of purposes including transport of people or goods, fishing, public safety, entertainment, and/or warfare, and which has at least one water-tight deck (as a single or multiple compartments) extending from bow to stern.

1.1 Stream 1: On-Site Technical Inspection

Number	Mandatory Technical Criterion	Met	Not Met
1.1.1	The Firm must demonstrate it has a minimum of five (5) years of experience in the last seven (7) years providing technical on-site inspection services during ship construction, repair, refit and/or maintenance, having seen at least two (2) projects through to completion (final acceptance). Inspection services include electrical, electronics, information and communications systems, paint work, mechanical, and hull. If the Firm does not have the in-house capability to conduct inspection in each of these areas, it must demonstrate that it has attained the full five (5) years of experience through supplementing their in-house capabilities by subcontracting or hiring consultants to complete the inspection in the areas where they lack the in-house expertise.		
1.1.2	The Firm must demonstrate it has a minimum of five (5) years of experience in the last seven (7) years in developing test and evaluation and/or verification and validation programs for ship		

	acceptance during ship construction, repair, refit, and/or maintenance.		
1.1.3	The Firm must demonstrate it has a minimum of five (5) years of experience in the last seven (7) years in performing Quality Assurance for ship acceptance during ship construction, repair, refit, and/or maintenance.		

1.2 Stream 2: Technical Review

Number	Mandatory Technical Criterion	Met	Not Met
1.2.1	The Firm must demonstrate it has a minimum of ten (10) years of experience in the last twelve (12) years in developing and/or reviewing operational and technical ship requirements, specifications, proposals, and/or design drawings for ship construction, repair, refit, and/or maintenance projects.		
1.2.2	The Firm must demonstrate it has a minimum of ten (10) years of experience in the last twelve (12) years in reviewing ship requirements and how they compare to performance and/or engineering specifications for ship construction, repair, refit, and/or maintenance projects.		

1.3 Stream 3: Technical Advice

Number	Mandatory Technical Criterion	Met	Not Met
1.3.1	The Firm must demonstrate it has a minimum of ten (10) years of experience in the last twelve (12) years conducting benchmarking in the ship construction, repair, refit, and maintenance industry, and providing advice on strategies, processes, best practices and trends in the industry.		
1.3.2	The Firm must demonstrate it has a minimum of ten (10) years of experience in the last twelve (12) years providing analysis and comment on design integrity, performance, safe operations, and/or sea worthiness on ship construction, repair, refit, and/or maintenance projects.		
1.3.3	The Firm must demonstrate it has provided a minimum of two (2) cost to design, performance, time, or risk trade-off analyses in the last five (5) years on ship construction, repair, refit, and/or maintenance projects.		
1.3.4	The Firm must demonstrate it has a minimum of ten (10) years of experience in the last twelve (12) years estimating labour hours and		

	materials for all or a portion of ship construction, repair, refit, and/or maintenance projects.		
--	--	--	--

1.4 Stream 4: Risk Advice

Number	Mandatory Technical Criterion	Met	Not Met
1.4.1	The Firm must demonstrate it a minimum of five (5) years of experience in the last seven (7) years in identifying risks in ship construction, repair, refit, and/or maintenance projects.		
1.4.2	The Firm must demonstrate it has a minimum of five (5) years of experience in the last seven (7) years conducting, reviewing, and interpreting risk control surveys assessing hazards related to processes and practices in the ship construction, repair, refit, and maintenance industry.		
1.4.3	The Firm must demonstrate it a minimum of five (5) years of experience in the last seven (7) years providing risk mitigation strategies in the ship construction, repair, refit, and maintenance industry.		
1.4.4	The Firm must demonstrate it has conducted a minimum of two (2) incident reviews to determine cause, impact, quantum in the last five (5) years in the ship construction, repair, refit and maintenance industry.		