

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

**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 3RD PARTY EXPERT NEGOTIATION ADVICE | |
| Solicitation No. - N° de l'invitation EN578-160489/A | Date 2015-06-29 |
| Client Reference No. - N° de référence du client 20160489 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-577-6772 | |
| File No. - N° de dossier XLV-5-38065 (577) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-10 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Dobson, Krista | Buyer Id - Id de l'acheteur xlv577 |
| Telephone No. - N° de téléphone (778) 389-2390 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div> | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

| | |
|---|--|
| 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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xlv577

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REQUEST FOR PROPOSAL

NEGOTIATION EXPERTISE AND TRAINING

PWGSC-TPSGC

6/29/2015

PWGSC/TPSGC

REQUEST FOR PROPOSAL

NEGOTIATION EXPERTISE AND TRAINING

PWGSC-TPSGC

6/29/2015

In accordance with the Request for Proposal section 2.6 - Improvement of Requirement During Solicitation Period, should Bidders consider that the Statement of Work or Evaluation criteria contained in the Bid solicitation could be improved, Bidders are invited and encouraged to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

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PART 1 - GENERAL INFORMATION

1.1 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, Financial 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 Annexes include the Statement of Work, the Basis of Payment, Evaluation Criteria, the Federal Contractors Program for Employment Equity - Certification, Conflict of Interest Declaration, the Task Authorization Form 572 and any other annexes.

1.2 Summary

On June 3, 2010, the Government of Canada announced Canada's National Shipbuilding Procurement Strategy (NSPS). Under the strategy, for large ship construction, Canada established a strategic long-term relationship with two Canadian shipyards. The National Shipbuilding Procurement Secretariat and the Department of Public Works and Government have a requirement for contract negotiation expertise, advice and related training services on an "As and When Requested" basis. Recognizing the high profile nature, strategic importance, complexity and longevity of the NSPS program, Canada is seeking the services of a Contractor with proven expertise in complex contract negotiations of a similar size and scope to guide and provide expert negotiation advice to Canada in order to facilitate the successful execution of these complex agreements.

There is no known Security Requirement for this requirement at this time. However, the Contractor must treat as confidential, during as well as after the provision services contracted for, any information of a character confidential to the affairs of Canada, to which the Contractor becomes privy.

Should it become necessary, during the course of the service, for Canada to invoke further security measures, the Contractor will be required to meet those requirements as detailed by the Corporate and International Industrial Security Directorate prior to the start of Work on the Authorized Task.

Work under some Tasks may also require a Non-Disclosure agreement between the Contractor and third party companies prior to the start of the Work.

It is anticipated that the initial contract will be in place for three years and will include the option to extend for up to two additional one year periods.

As per the Integrity Provisions under section 01 of Standard Instructions [2003](#) and [2004](#), bidders must

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provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the *bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#)."

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 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.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide

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the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the Statement of Work contained in the bid solicitation could be improved, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid: 2 hard copies and 1 soft copy on USB

Section II: Financial Bid: 2 hard copies and 1 soft copy on USB

Section III: Certifications: 1 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.

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;

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(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) (<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.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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4.1.1 Technical Evaluation

In accordance with Annex C, Evaluation Criteria and *SACC Manual* Clause [A0222T](#) 2014-06-26, Evaluation of Price

4.2 Basis of Selection

In accordance with Annex C Evaluation Criteria

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

OPTION 1

5.1 Certifications Precedent to Contract Award

The certifications listed below 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.2 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.

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

5.1.3.3 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

5.1.3.4 Conflict of Interest Declaration Certification

See Annex F.

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Statement of Work is described in Annex A.

6.1.2 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.

6.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex F.
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(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 15 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 Contracting 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.

6.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

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 **\$ (To be included at Contract Award)** and Applicable Taxes are extra.

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.

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, whichever comes first.

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

6.2 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

[2035](#)(2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no known Security Requirement for this Contract at this time. However, the Contractor must treat as confidential, during as well as after the provision services contracted for, any information of a character confidential to the affairs of Canada, to which the Contractor becomes privy.

Should it become necessary, during the course of the service, for Canada to invoke further security measures, the Contractor will be required to meet those requirements as detailed by the Corporate and International Industrial Security Directorate prior to the start of Work on the Authorized Task.

6.3.2 Work under some Tasks may also require a Non-Disclosure agreement between the Contractor and third party companies prior to the start of the Work.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is three (3) years from date of Contract Award (*to be filled in at contract award*).

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Krista Dobson

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Title: A/Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Pacific Region, Marine
Address: 218-800 Burrard Street, Vancouver BC, V6Z 0B9

Telephone: 778-389-2390
Email: Krista.dobson@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Doug Taggart
Title: Manager, Risk Management Project
Organization: National Shipbuilding Procurement Strategy Secretariat
Address: 270 Albert Street, Ottawa Ontario, K1A 0S5

Telephone: 613-944-7811
Facsimile: 613-944-7870
E-mail address: doug.taggart@tpsgc-pwgsc.gc.ca

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

6.5.3 Contractor's Representative (to be completed at Contract Award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

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6.7 Payment

6.7.1 Basis of Payment

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.

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

6.7.2 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 **\$ (To be inserted at Contract Award)**. Customs duties are included and Applicable Taxes are extra.
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, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

See Annex B, Basis of Payment

6.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

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6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and the Invoicing Instructions of the Task Authorization Form. Invoices cannot be submitted until all work identified in the invoice is completed.
2. In the case of progress payments the Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

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.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex E, Conflict of Interest Declaration Certification;
- (g) the signed Task Authorizations (including all of its annexes, if any)

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- (j) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.12 Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

6.13 Conflict of Interest Management Requirements

6.13.1 Introduction

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 shipyards, their major suppliers or partners, and other entities with which Canada is negotiating or conducting ship design or shipbuilding-type work for NSPS or other Marine procurement projects, such as, without limitation, a ship integrator or provider of in-service support.

6.13.2 Relationships

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:

Relationship Type A: where the Contractor, its affiliates or Team member(s) has a financial interest in an entity listed in any Task Authorization.

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 in a resulting Task Authorization.

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

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 any active Government of Canada's Marine procurement projects. 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 above.

The list of entities in any Task Authorization 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 National Shipbuilding Procurement Strategy or other Marine procurement projects, such as, without limitation, a ship integrator, repairer or provider of in-service support.

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

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

6.13.3 Relationship-Containment Restrictions

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

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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;

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;

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;

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

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;

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

6.14 Known or Suspected List of Entities at this time, for information.

1. Seaspan Shipyards
2. Irving Shipyards Inc.
3. Davie Shipyards

6.15. Restrictions on Bidding

6.15.1 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:

6.15.2 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.

6.15.3 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.

6.15.4 The Contractor agrees that Contractor personnel performing work under this Contract will be restricted for 1 May 2015 up to 1 May 2023 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.

6.15.5 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.

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6.15.6 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 indemnities as a result of any breach by the Contractor of these restrictions.

6.15.7 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.

6.16 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 Project Authority, before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A STATEMENT OF WORK

A1.0 PURPOSE

The purpose of this Statement of Work (SOW) is to define the Work required of the Contractor in support of the National Shipbuilding Procurement Strategy, Marine Sector and the Department of Public Works and Government Services Canada under contract *****. Specifically this SOW describes Canada's requirement for complex ship design and ship construction contract negotiation expertise, advice and related training services on an "As and When Requested" basis.

A2.0 BACKGROUND

On June 3, 2010, the Government of Canada announced Canada's National Shipbuilding Procurement Strategy (NSPS). Under the strategy, for large ship construction, Canada established a strategic long-term relationship with two Canadian shipyards, Irving Shipbuilding Incorporated (ISI) in Halifax, NS, and Vancouver Shipyards (VSY) in North Vancouver, BC. These Shipyards were selected through an open and fair national competition, and have been designated as sources of supply under the NSPS.

Establishing the relationships commenced with the signing of overarching Umbrella Agreements with each the shipyards in February 2012, and continues through various shipyard interactions with NSPS governance committees and project teams.

Under the NSPS ISI has been engaged to supply the Combat Program ships, which includes the Arctic Offshore Patrol Ships (AOPS) ships and the Canadian Surface Combatant (CSC) ships required to meet the operational needs of the Royal Canadian Navy. VSY has been engaged to supply the Non-Combat Program ships which include the Offshore Fisheries Science Vessels (OFSV), the Offshore Oceanographic Science Vessel (OOSV) and the Polar Icebreaker to meet the operational requirements of the Canadian Coast Guard and the Joint Support Ships (JSS) for the Navy.

Recognizing the high profile nature, strategic importance, complexity and longevity of the NSPS program, Canada is seeking the services of a Contractor with proven expertise in complex contract negotiations of a similar size and scope to guide and provide expert negotiation advice to Canada in order to facilitate the successful execution of these and other Marine procurement complex agreements.

A3.0 SCOPE OF WORK

In accordance with the section of the Contract titled "Task Authorization Process", 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 NSPS Program involves several simultaneous projects with a number of concurrent negotiations likely to occur. It is anticipated that there will be several contemporaneous Tasks issued over the term of the Contract.

The scope of work to be performed by the Contractor under this Contract and any resulting Task Authorization may include:

A3.1 Providing advice, assistance and leadership (as required) in order to ensure timely and effective negotiations and execution of complex contracts and agreements as well as changes and amendment thereto in accordance with government policies and the NSPS objectives.

A3.2 Analyzing information and identifying the issues and interests of all parties and framing them for Canada in order to facilitate productive dialogue amongst the negotiation parties.

A3.3 Support Canada in the development of negotiation strategies that protect the legal and financial rights and obligations of Canada and meet the legitimate client requirements.

A3.4 Providing expertise and advice to Canada to facilitate, support and document the negotiating teams' agreement on the priorities, strategies, tactics, and processes.

A3.5 Providing observations and comments related to contract negotiations and change requests and providing Canada with recommendations, risks and options including advice on Alternative Dispute Resolution mechanisms to manage contract changes and disputes on an "as and when requested basis".

A3.6 Providing training to NSPS and marine negotiation teams on effective negotiation strategies and practices, including facilitation and logistics as necessary.

A3.7 Executing similar related work.

A4.0 APPLICABLE DOCUMENTS

A4.1 Applicable documents will be distributed at the time of Task Authorization.

A5.0 DELIVERABLES

Unless directed otherwise by the Project Authority, the Contractor must deliver the following for this contract:

A5.1 Participate in an initial meeting to review and clarify the scope of the work with the NSPS Secretariat and with PWGSC Marine Sector in Ottawa, ON.

A5.2 Participate in a kick off meeting with PWGSC and CCG and/or DND as required.

A5.3 Participate in negotiations on-site at the shipyards, the National Capital Region and across Canada as required.

A5.4 Perform duties of a secretariat nature for negotiations including documenting negotiation plans, discussions, decisions and reports as required.

A5.5 Provide a weekly synopsis summarizing any activities undertaken in that period.

A5.6 Provide a monthly report summarizing analyses and actions including trends, risks, issues, agreements, recommendations and progress.

A5.7 Attend and participate in discussions and meetings as required by PWGSC.

A6.0 GENERAL REQUIREMENTS

A6.1 The Contractor shall travel to and spend time in Ottawa, ON with PWGSC Marine and the NSPS Secretariat.

A6.2 The Contractor shall travel to and spend time in North Vancouver, BC, Halifax, NS and other elsewhere in Canada as required in order to participate in negotiations or discussions, with a view to executive agreements which satisfactorily represent the interests of Canada.

A6.2 The Contractor must carry out negotiation, mediation, ADR and project management tasks as required to complete the scope of work.

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A6.3 In accordance with the Contract, all Work completed under the Contract is the property of Canada and the Contractor must not disclose any of it without Canada's prior written consent.

A7.0 SCHEDULE

A7.1 The Work under this requirement is to be completed on an "As and When Requested" basis.

ANNEX B BASIS OF PAYMENT

Bidders may add or delete additional resources/rates but must include at least two named Negotiator/Advisor resources and at least one resource in each of the other listed categories.

B1 BASIS OF PAYMENT

B1.1 Firm Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

| Category | Resource Name | Firm Hourly Rate | | | | |
|--|---------------|------------------|--------|---------------|---------------|---------------|
| | | Year 1 | Year 2 | Option Year 3 | Option Year 4 | Option Year 5 |
| Project Manager | | \$ | \$ | \$ | \$ | \$ |
| Senior Negotiator/Advisor | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| Intermediate Negotiator/Advisor | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| Junior Negotiator/Advisor | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| Average Negotiator/Advisor Rate for Evaluation purposes only | | \$ | \$ | \$ | \$ | \$ |
| Trainer/Training Services | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| Average Trainer/Training Services Rate for Evaluation purposes only | | \$ | \$ | \$ | \$ | \$ |
| Administrative Support | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| Average Administrative Support Rate for Evaluation purposes only | | \$ | \$ | \$ | \$ | \$ |

B1.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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All travel must have the prior authorization of the Contracting Authority. All payments are subject to government audit.

B1.3 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

B2 METHOD OF PAYMENT

The Method of Payment will be determined at Task Authorization issuance and may include any of the following Methods as referenced from the SACC Manual:

SACC Manual Clauses:

H1000C (2008-05-12) Single Payment
H1003C (2010-01-11) Progress Payments
H1008C (2008-05-12) Monthly Payment
H3009C (2010-01-11) Milestone Payments
H3010C (2010-01-11) Milestone Payments

ANNEX C EVALUATION CRITERIA

C1 TECHNICAL EVALUATION CRITERIA

C1.1 Definitions:

Complex Contracts is defined as contracts valuing over \$50,000,000.00 and involving multiple stakeholders.

C1.2 Mandatory Technical Criteria

To be declared responsive a bid must comply with all the technical criteria below:

| Mandatory Requirement | Pass/Fail |
|---|-----------|
| 1. Corporate Requirements The Bidder must provide a corporate summary demonstrating that the Bidders has completed a minimum of seven (7) years of contract negotiation services of a similar scope and nature as described in the Statement of Work. | |
| 2. Resource Requirements The Bidder must propose qualified human resource complement capable of providing the services as detailed in the Statement of Work. In doing so, the Bidder must propose the number of resources required by the Bidder to complete the work described in the Statement of Work. At a minimum, Bidders must propose one (1) named resource for each of the following Categories, who meet the minimum qualifications for that category. a) Project Manager: a. A minimum of seven (7) years leading projects; b. A university degree obtained from a Canadian university or or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada; and b) Senior Negotiator: a. A minimum of seven (7) years of experience as the lead negotiator on Complex Contract negotiations; and b. A university degree obtained from a Canadian university or or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada. c) Negotiation Trainer: a. A minimum of five (5) years of experience as a negotiator on complex contract negotiations; b. A minimum of 100 days of experience providing Negotiation Skills Training in a class room setting within the past seven (7) years; and c. A university degree obtained from a Canadian university or | |

| | |
|---|--|
| <p>or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada.</p> <p>d) Administrative Support:</p> <p>a. A minimum of one (1) year of experience in a project support/administrative role.</p> <p>To demonstrate compliance with this criterion, Bidders must include within their proposal a detailed Curriculum Vitae (CV) for each Proposed Resource that clearly demonstrates that the resource meets each of the minimum qualifications for the category for which they are proposed. Submitted CV's should contain the following information:</p> <p>a) The name of the proposed resource and the resource category they are proposed for;</p> <p>b) Descriptions of relevant work experience (including years/months of engagement);</p> <p>c) A detailed listing of the academic and professional attainments in relation to the minimum requirements for the resource category and as defined within the RFP.</p> | |
|---|--|

*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

C1.2 Point Rated Evaluation

C1.2.1 Rated Technical Criteria

Point-Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bidders are advised to address the point-rated technical criteria in the following order and in sufficient depth in their bid to enable a thorough assessment by the evaluation team. Each point rated technical criterion should be addressed separately.

The technical bid will be evaluated on the merits of the information contained in the Bidder's Technical Bid in accordance with the point-rated criteria identified below.

Bids which fail to obtain the required minimum pass mark specified will be declared non-responsive.

| Point Rated Criterion | Maximum Points | Minimum Pass Mark | Scoring Grid |
|-----------------------|----------------|-------------------|--------------|
|-----------------------|----------------|-------------------|--------------|

| | | | |
|--|------------|--|---|
| <p>RT1. Project Summaries</p> <p>The Bidder should submit three project summaries illustrating the proposed Senior Negotiator's experience in conducting Complex Contract negotiations.</p> <p>Each Project summary should at a minimum contain:</p> <ul style="list-style-type: none"> a) The title of the project; b) The client organization for whom the work was completed; c) A description of the contract that was negotiated, including the content and value of the contract; d) A description of relevant stakeholder organizations and their role or mandate in support of the project, program or portfolio; e) A description of the proposed resource's role in the negotiations including the major contributions and the outcomes that were achieved as a result. <p>If the Bidder submits more than three project summaries in response to RT1, only the first 3 will be evaluated in the order they are presented in the bid.</p> | <p>/90</p> | <p>Minimum Pass Mark = 68points</p> | <p>Up to thirty (30) points per cited project summary, (to a maximum of 90 points) based on the extent to which each cited Project Summary is relevant and similar to PWGSC's requirements.</p> <p>The following elements will be considered in determining the relevance and similarity of each Project Summary:</p> <ul style="list-style-type: none"> a) The scope and complexity of the cited project relative to PWGSC's requirements as described in the Statement of Work, together with the project outcome and results. In evaluating the relevance of each submitted project summary to this factor, the evaluation will consider the complexity, value and duration of the contract that was negotiated, the similarity of the deliverables submitted and the role and contributions of the proposed resource (up to 10 points per project); b) The similarity of the organizational environment (including similarity of the client organization) of the cited project relative to PWGSC's requirements as described in the Statement of Work, together with the project outcome and results. In evaluating the relevance of each submitted project summary to this factor, the evaluation will consider whether the project was completed within a public sector and specifically a Canadian government context, the number and relationship between stakeholder organizations and the project outcomes (up to 10 points per project); c) The nature of the cited project |
|--|------------|--|---|

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| | | | |
|--|--|--|--|
| | | | relative to PWGSC's requirements, including whether the project was related to a major military acquisition or a major shipbuilding project. (up to 10 points per project) |
|--|--|--|--|

| Rating Scale/project summary | Description |
|------------------------------|--|
| 0 - 3 | Unsatisfactory response, rated area not addressed in relation to the SOW, bid response does not meet the rated area. |
| 4-6 | Unsatisfactory response, rated area is partially addressed in relation to the SOW but bidder's response still does not meet the rated areas. |
| 7-9 | Rated area is satisfactorily addressed, bidder's response relates to the SOW and meets the rated area. |
| 10 | Superior response, rated area is dealt with in-depth, requirement is exceeded, response is exceptional, bidder's response relates to the SOW and more than satisfies the rated area. |

| Point Rated Criterion | Maximum Points | Minimum Pass Mark | Scoring Grid |
|---|----------------|-------------------|--|
| RT2. Proposed Resources The submitted CV for the Bidder's proposed Project Manager and Negotiation Trainer resources will be evaluated in accordance with the factors in the right hand column. | /60 | 45 | Up to twenty (20) points for the proposed Project Manager , based on the following evaluation factors: a) The proposed resource has obtained the Project Management Professional (PMP) designation (10 points); b) The proposed resource will be awarded two (2) points (<i>up to a maximum of 10 points</i>) for each additional year of experience leading projects beyond the minimum of 7 years; Up to forty (40) points for the proposed Negotiation Trainer , based on the following evaluation factors: c) The proposed resource will be awarded two (2) points (<i>up to a maximum of 10 points</i>) for each additional year of experience as a negotiator beyond the minimum of 5 years; d) The proposed resource will be awarded two (2) points (<i>up to a maximum of 10 points</i>) for each additional 10 days of classroom delivery experience beyond the minimum of 100 days; e) The proposed resource has obtained a diploma or certification in adult learning principles (10 points). f) The proposed resource has obtained certification in Alternate Dispute Resolution (10 points). |

| Point Rated Criterion | Maximum Points | Minimum Pass Mark | Scoring Grid |
|--------------------------------------|----------------|-------------------|--|
| RT3. Negotiation Approach and | /30 | 23 | Bidders submitted approach and methodology will be awarded up to |

| | | | |
|--|--|---|--|
| <p>Methodology</p> <p>The Bidder should submit a written description demonstrating their approach and methodology to develop and execute a negotiation strategy and to manage the work to ensure quality and timeliness of services and deliverables.</p> <p>The Bidder's approach and methodology will be evaluated in accordance to the factors in the right-hand column.</p> | | | <p>sixty (30) points, based on the following factors:</p> <p>a) The Bidder's Project Management approach including mechanisms and practices for controlling time, cost and quality (up to 15 points);</p> <p>b) The Bidder's proposed approach and methodology to developing and executing a negotiation strategy (up to 15 points);</p> |
| Rating Scale | | Description | |
| 0 - 3 | | Unsatisfactory response, rated area not addressed in relation to the SOW, bid response does not meet the rated area | |
| 4 - 7 | | Unsatisfactory response, rated area is partially addressed in relation to the SOW but bidder's response still does not meet the rated areas | |
| 8 - 11 | | Rated area is satisfactorily addressed, bidder's response relates to the SOW and meets the rated area | |
| 12 -15 | | Superior response, rated area is dealt with in-depth, requirement is exceeded, response is exceptional, bidder's response relates to the SOW and more than satisfies the rated area | |

| TOTAL POINT RATED TECHNICAL CRITERION | |
|---------------------------------------|---------------------|
| 136 points minimum | Total Score: __/180 |

C2 FINANCIAL EVALUATION

Evaluated price will be established by multiplying the Project Managers hourly rate with the estimated hours listed below and then adding the average hourly rates multiplied by the estimated hours below of the proposed Negotiator(s)/Advisor(s), Trainer(s) and Administrator(s) for each yearly rate (1-5).

Example:

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| Year | Project Manager Hourly Rate x 500 estimated hours | Average Negotiator(s)/Advisor(s) Hourly Rate x 1000 estimated hours | Average Trainer(s) Hourly Rate x 250 estimated hours | Average Administrative Support (s) Hourly Rate x 125 estimate hours | Total Rate |
|------------------------------|---|---|--|---|------------------|
| 1 | \$100 x 500 | \$93 x 1000 | \$67 x 250 | \$42 x 125 | \$165,000 |
| 2 | \$100 x 500 | \$96 x 1000 | \$67 x 250 | \$42 x 125 | \$168,000 |
| 3 | \$105 x 500 | \$97 x 1000 | \$68 x 250 | \$43 x 125 | \$171,875 |
| 4 | \$110 x 500 | \$102 x 1000 | \$72 x 250 | \$44 x 125 | \$180,500 |
| 5 | \$115 x 500 | \$103 x 1000 | \$72 x 250 | \$44 x 125 | \$184,000 |
| Total | \$265,000 | \$491,000 | \$86,500 | \$26,875 | |
| Total Evaluated Price | | | | | \$869,375 |

C3 BASIS OF SELECTION - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criteria for the technical evaluation, and
 - d. obtain the required minimum of 136 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 180 points.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Scoring Example

| | Bidder 1 | Bidder 2 | Bidder 3 |
|--------------------------------|--------------|----------------|--------------|
| Overall Technical Score | 136/180 | 180/180 | 145/180 |
| Bid Evaluated Price | \$789,123.00 | \$1,120,000.00 | \$869,375.00 |

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| | | | | |
|-----------------|-----------------------|---------------------------------|--------------------------------------|------------------------------------|
| Calculations | Technical Merit Score | 136/180 x 70 = 52.89 | 180/180 x 70 = 70 | 145/180 x 70 = 56.39 |
| | Pricing Score | 789,123.00/789,123.00 x 30 = 30 | 789,123.00/1,120,000.00 x 30 = 21.14 | 789,130.00/869,375.00 x 30 = 27.23 |
| Combined Rating | | 82.89 | 91.14 | 83.62 |
| Overall Rating | | 3rd | 1st | 2nd |

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**ANNEX D to PART 5 - BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX E CONFLICT OF INTEREST DECLARATION CERTIFICATION

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

1. The Contractor understands that in the course of conducting Work pursuant to this Contract, it will need to provide unbiased, independent advice to Canada, and as such its objectivity in performing the Work cannot be affected or otherwise impaired by relationships with any entity listed at Article _____ (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):

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

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ANNEX F
TASK AUTHORIZATION FORM PWGSC-TPSGC 572

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ANNEX G
CLAIM FOR PROGRESS PAYMENT – PWGSC-TPSGC FORM 1111

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) 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.

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

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

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

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

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

(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 (Applicable taxes 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 (Applicable taxes 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 (Taxes applicables 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 (Taxes applicables 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 \$ |
|--|--|---|

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



Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs

Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

| | | | |
|---|-------------------------------|--|---|
| Contractor's Name and Address Nom et adresse de l'entrepreneur | Claim No. N° de la demande | Date YYYY-MM-DD / AAAA-MM-JJ | Contract Price - Prix contractuel |
| | File No. - N° du dossier | | Contract Serial No. N° de série du contrat |
| Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (NEA) de l'entrepreneur | | Financial Code(s) - Code(s) financier(s) | |
| Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires) | | | |

| Period of work covered by the claim Période des travaux visée par la demande ▶ | Current Claim Demande courante | | Previous Claims Demandes précédentes | | Total to Date Total à date |
|--|---------------------------------------|--------------------------|---|--------------------------|-------------------------------|
| | (A) | Tax Rate Taux de taxe | (B) | Tax Rate Taux de taxe | (A + B) |
| Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat). | | % | | % | |
| | | % | | % | |
| | | % | | % | |
| | | % | | % | |
| | | % | | % | |
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| Contractor's GST No. N° de TPS de l'entrepreneur | Subtotal Sous-total | | | | |
| Contractor's QST No. No. de TVQ de l'entrepreneur | Applicable taxes Taxes applicables | | | | |
| | Total | | | | |
| Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus) | | | | | |

Total Amount of Claim (including applicable taxes)
Montant total de la demande (incluant les taxes applicables)

| | | | | |
|---|---|-----------------------------------|---|--------------------------|
| Percentage of the work completed Pourcentage des travaux achevés | % | Current Claim Demande courante | ▶ | Amount due Montant dû |
|---|---|-----------------------------------|---|--------------------------|

Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature - Signature de l'entrepreneur

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Client Signature du client

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

ATTESTATION DE L'ENTREPRENEUR

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

Autorité scientifique ou responsable du projet / de l'inspection :

J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Date (YYYY-MM-DD / AAAA-MM-JJ)

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)